


Theya Kanagaratnam, living woman
On the county at Large, alameda
Non-Domestic
c/o 2316 Lakeshore Ave. #16
Oakland, California Republic [94606]
e-mail: theyak101@yahoo.com

FILED
NOV 15 2024 
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

Theya Kanagaratnam
Petitioner

THEYA PRAKASHINI KANAGARATNAM
Debtor

Case No: 24-40209

**Bill In Equity For Breach Of Contract
And Enforcement Of Accord And
Satisfaction**

US BANK & SELENE FINANCE
Defendant One

CITIBANK & CENLAR
Defendant Two

Judge: William J. Lafferty

**BILL IN EQUITY FOR BREACH OF CONTRACT AND ENFORCEMENT OF
ACCORD AND SATISFACTION**

INTRODUCTION:

Without prejudiced, I, Theya Kanagaratnam, Propria Persona proceeding sui juris, a woman of flesh and blood upon the land, a follower of the Supreme Almighty Creator first and foremost and the laws of man when they are not in conflict (Leviticus 18:3, 4) Pursuant to Matthew 5:31-37 and James 5:12. I am appearing Specially on behalf of the ESTATE known as THEYA PRAKASHINI KANAGARATNAM.

****PARTIES****

1. Petitioner, Theya Kanagaratnam, a living woman of flesh and blood inhabitant, standing in her own Private Square in the California Republic, as one of “We the People” and a National and Not as a 14th Amendment Federal U.S. Citizen
2. DEFENDANTS US BANK, alleged 1st Mortgage Lender and its Servicer SELENE FINANCE, hereinafter referred to collectively as DEFENDANT ONE, engaged in the contractual dealings leading to the tender of security instruments in question.
3. DEFENDANTS CITIBANK, alleged HELOC Lender and its Servicer CENLAR, hereinafter referred to as DEFENDANT TWO, engaged in the contractual dealings leading to the tender of security instruments in question.

****JURISDICTION AND VENUE****

4. This Court has jurisdiction pursuant to 28 U.S.C. § 1331
5. Venue is proper in this Court as all DEFENDANTS do business in the California Republic and the events giving rise to this claim occurred in this venue.

****STATEMENT OF FACTS ****

DEFENDANT ONE:

6. On May 13, 2013 Petitioner refinanced the 1st Mortgage with Quicken Loans for the amount of \$304,200.00 of the home she purchased in December 2002. Evidence of NOTE and related terms were supplied to this court with May 20, 2024 filing and DEFENDANT ONE (US BANK, in August 2022 claimed to have acquired the NOTE) is the current alleged holder of that Note.
7. Petitioner faithfully tendered Federal Reserve Notes (FRNs) from December 2002 until the Covid lockdown in 2020. At that time, Petitioner applied for a forbearance and extended it until the end of 2022 as there were various Mortgage Moratoriums were in Place.
8. Then Petitioner as a Private Banker (Exhibit A) tendered a Bill Of Exchange (Exhibit B) in the amount of \$294,000.00 with instructions to DEFENDANT ONE (SELENE FINANCE) which was accepted by DEFENDANT ONE on February 6, 2023 and never returned to Petitioner.

9. A dispute subsequently arose regarding the performance or payment under the contract, specifically concerning the set off, settlement and discharge of the alleged loan and reconveyance of title.
10. In an effort to resolve this dispute, Petitioner, as stated above, tendered a security instrument to DEFENDANT ONE in the amount of \$294,000.00, explicitly marked and communicated as "payment in full" for any outstanding claims related to the original contract. This was done under the principle of Accord and Satisfaction.
11. DEFENDANT ONE continued to moved forward as though no negotiable instrument was ever tendered and brought in their Substitute Trustee TRUSTEE CORPS to foreclose on Petitioner's home.

DEFENDANT TWO:

12. In October 2006, Petitioner took out a Home Equity Line Of Credit for the amount of \$100,000.00 from alleged Creditor DEFENDANT TWO (CITIBANK). Through out the entire history of that loan, Petitioner never withdrew the entire sum of \$100,000.00.
13. Petitioner faithfully tendered Federal Reserve Notes (FRNs) from October 2006 until the Covid lockdown in 2020, and there was a Mortgage Moratorium in place due to the lockdowns.
14. Not long after the end of the Mortgage Moratorium due to the lockdowns, Petitioner as a Private Banker (Exhibit A) tendered a Bill Of Exchange in the amount of \$71,000.00 which was received and accepted on December 21, 2022 and a second Security Instrument New Credit Note Draft Bank Instrument in the amount of \$71,000 January 9, 2023. Both instruments with instructions were accepted by DEFENDANT TWO (SERVICER CENLAR) and never returned to Petitioner (Exhibit C).
15. A dispute subsequently arose regarding the performance or payment under the contract, specifically concerning the set off, settlement and discharge of the alleged loan and reconveyance of title.
16. In an effort to resolve this dispute, Petitioner, as stated above, tendered two security instruments as stated above to DEFENDANT TWO in the amount of \$71,000.00, explicitly marked and communicated as "payment in full" for any outstanding claims related to the original contract. This was done under the principle of Accord and Satisfaction.
17. DEFENDANT TWO continued to moved forward as though no negotiable instrument was ever tendered and brought in their Substitute Trustee to foreclose on Petitioner's home multiple times last year in 2023 before eventually cancelling the foreclosure.

DEFENDANTS ONE & TWO:

18. Petitioner went one step further after tendering the above negotiable instruments for both alleged loans to make sure she left no stone unturned by launching a complete Administrative Process / Forensic Evidence Analysis in order to correct the errors she detected in the initial contract offer of both alleged loans.
19. During this process, a series of notices were sent to both DEFENDANT ONE and DEFENDANT TWO for the respective contracts which included, but not limited to, a Non-Negotiable Notice of Conditional Acceptance, Non-Negotiable Notice of Fault and Opportunity to Cure as well as tendering of GSA Discharge Bonds. Notices were sent to Janet Yellen of the Treasury Department and Frank La Salle of the Depository Trust Company to communicate the necessary actions to be performed. All Evidences of the Administrative Process and the tendering of the additional GSA Discharge Bonds were supplied to this court with May 20, 2024 filings.
20. During the Administrative Process, many questions and demands for disclosures were posed to the DEFENDANTS, and In Particular, the Non-Negotiable Notice of Conditional Acceptance sent to all DEFENDANTS, spelled out the acceptable terms and conditions. They met none of the terms and conditions or the demands put in front of them, provided no disclosures or requested documents. ALL DEFENDANTS stayed silent other than from time-to-time sending correspondence stating we received your documents and we will respond within 30-60 days etc. That was the extent of the response.
21. Both DEFENDANT ONE and TWO accepted and retained the security instruments but failed to recognize the agreement as a full settlement, at the same time continuing to assert additional claims against Petitioner contrary to the agreed-upon Accord and Satisfaction.
22. Both DEFENDANT ONE and TWO have repeatedly attempted to foreclose on Petitioner's home. DEFENDANT TWO multiple times in 2023 before canceling it. DEFENDANT ONE has repeatedly attempted to steal Petitioner's home from January 2024 on and non-stop threatening to throw her on the street and make her homeless and still have it scheduled to be foreclosed **December 3rd, 2024.**

PETITIONER'S LIFE IS IN IMMINENT DANGER AS SHE IS FACED WITH THE PROSPECT OF BEING THROWN TO THE STREET AND MADE HOMELESS

23. Petitioner has been occupying and caring for her private home at 2316 Lakeshore Avenue, #16, Oakland in the land of California Republic since December 2002.
24. DEFENDANT ONE through their substitute Trustee TRUSTEE CORPS have been marketing Petitioner's Private Property in the Public Domain to be sold at an Auction come **December 3, 2024** and throw Petitioner on the street and make her homeless. This will do irreparable harm to Petitioner and her loved ones.
25. DEFENDANTS have been non-stop threatening to throw her to the streets for the last two years. First DEFENDANT TWO threatened to make her homeless multiple times in 2023. And From January 2024 on, DEFENDANT ONE has been threatening to do so through their substitute trustee TRUSTEE CORPS.
26. After Petitioner has declared Publicly to the World at large her Status NOT as a 14th Amendment Federal "U.S. Citizen" but as one of "We The People," a National and standing in her own Square in the land of California Republic, Petitioner has moved the property into a Foreign Grantor Trust (Exhibit D – Deed of Trust).
27. Petitioner, hereby, tenders to this court, 1st Mortgage Contract Liquidation Forms – SF 30, SF 1414, SF 1416 (Payment Bond) and SF 1418 (Performance Bond) (Exhibit E).
28. Petitioner, hereby, tenders to this court HELOC Contract Liquidation Forms – SF30, SF 1414, SF 1416 (Payment Bond) and SF 1418 (Performance Bond) (Exhibit F).
29. Petitioner is tendering the Originals of these bonds to the Trustee/ Judge of this court and copies to DEFENDANTS because ALL DEFENDANTS ,to date, have dishonored everything Petitioner has tendered previously to set off, settle and discharge the alleged debt and failed to carry out their Fiduciary Duties and are in Breach of Contract.
30. DEFENDANTS and their Attorneys are coming here with unclean hands and collectively in dishonor. Therefore, Petitioner, hereby requests the Assigned Trustee of this case or the Honorable Judge to handle and settle this matter.
31. **Equity will not suffer a wrong to be without a remedy:** "The equitable power of a court is not bound by cast-iron rules but exists to do fairness and is flexible and adaptable to particular exigencies so that relief will be granted when, in view of all the circumstances, to deny it would permit one party to suffer a gross wrong at the hands of the other." *PCS Nitrogen, Inc. v. Ross Dev. Corp.*, 126 F. Supp. 3d 611, 642 (D.S.C. 2015) (quoting *Hooper v. Ebenezer Sr. Servs. & Rehab. Ctr.*, 386 S.C. 108 (2009)).

Besides the Petitioner, Is there any other damaged, harmed, injured Party?

1. Is DEFENDANT ONE, US BANK or its CFO JOHN STERN, SELENE FINANCE or its CFO ROBERT LAY, OR THEIR SUBSTITUTE TRUSTEE TRUSTEE CORPS or any others from these corporations, or the Attorneys Representing them are being damaged, harmed, injured in anyway?
2. Is DEFENDANT TWO CITIBANK or its CFO MARK MASON, CENLAR or its CFO DAVID SCHNIDER or any others from these corporations, or the Attorneys Representing them are being damaged, harmed, injured in anyway?

Petitioner is not an expert in the law; however, she does know right from wrong. If there is any human being damaged here, if he/she will inform her by fact, she will sincerely make every effort to amend her ways.

The only party that has been suffering for the past two years, first at the Hands of DEFENDANT TWO last year and all of this year at the Hands of DEFENDANT ONE and their substitute Trustee TRUSTEE CORPS and they are still planning to throw her to the street on December 03, 2024 and make her homeless. The only one who will be devastated by this gross wrong at the hands of the DEFENDANTS is the Petitioner if they are to successfully steal Petitioner's property, throw her to the streets and make her homeless.

**CAUSE OF ACTION: BREACH OF CONTRACT AND ENFORCEMENT OF ACCORD
AND SATISFACTION**

32. Petitioner realleges and incorporates by reference paragraphs 1 through 31 as if fully set forth herein.
33. Petitioner and DEFENDANTS mutually agreed to settle their dispute under Accord and Satisfaction, where Petitioner's tender of the security instruments constituted an accord, and DEFENDANTS' failure to apply the credits to the Principal's account for satisfaction led to a Breach of Contract.
34. DEFENDANTS' subsequent actions violate the terms of the settlement agreement and amount to a breach of contract.
35. Petitioner seeks equitable relief to enforce the terms of Accord and Satisfaction and prevent DEFENDANTS from pursuing foreclosure and additional claims.

RELEVANT CALIFORNIA AND FEDERAL CASE PRECEDENTS

1. **Thompson v. Williams** (1989): The California Court of Appeals held that a creditor's acceptance of a debtor's clear offer as "payment in full" constitutes Accord and Satisfaction, even if the creditor had mental reservations. This case highlights the importance of clear communication and the creditor's acceptance of the terms
2. **Potter v. Pacific Coast Lumber Co.** (1951): This California Supreme Court case reinforced that once a creditor accepts a payment with clear conditions, the creditor cannot later argue the terms were inadequate. The case emphasizes that an accepted payment under specific terms, even if contested later, fulfills the accord and constitutes satisfaction.
3. **California Commercial Code Section 3311**: Codified as part of California law, this statute holds that a creditor's acceptance of a payment marked as "payment in full" is considered an accord and satisfaction if the debtor has communicated that the check constitutes full settlement of the dispute, regardless of the creditor's efforts to alter the terms or cross out notations
4. **Federal Case Example – Kilbourne v. Concord Insurance Company**: In federal courts, Accord and Satisfaction cases often apply similar principles. This case upheld that when both parties understand a payment as full satisfaction, the acceptance of that payment ends the dispute, preventing the creditor from seeking further compensation.

These cases and statutes underscore the principle that accepting a clearly marked payment as "full payment" generally concludes the claim, barring any subsequent dispute if the terms are clear and mutually acknowledged. Further ALL DEFENDANTS and their attorneys are in dishonor by repeatedly dishonoring the tendered instruments as stated above and coming here with unclean hands violating the "Clean hands doctrine and Maxims of Equity – "Equity must come with clean hands,"

He who comes into equity must come with clean hands: "The equitable defense of unclean hands requires that '[h]e who comes into equity must come with clean hands.'" *E.O.H.C. ex rel. M.S.H.S. v. Barr*, Case No. 5:19-cv-06144-JDW (E.D. Pa. Jan. 22, 2020) (citing *Keystone Driller Co. v. Genn. Excavator Co.*, 290 U.S. 240, 241 (1933)).

Equity will not allow a statute to be used as a cloak for fraud: "Courts of equity, independently of any statute, will relieve against fraud, if proceedings are seasonably brought after its discovery. Indeed, to use the language of Lord Cottenham, a court of equity will wrest property fraudulently acquired, not only from the perpetrator of the fraud, but 'from his children and his children's children,' or, as was said in another English case, 'from any person to whom he may have parcelled out the fruits of his fraud.'" *Citizens Bank v. Leffler*, 228 Md. 262, 269 (Md. 1962).

****PRAYER FOR RELIEF****

WHEREFORE, Petitioner respectfully requests that this Court:

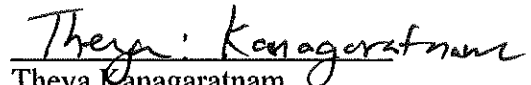
:

1. Issue an order declaring that DEFENDANTS' acceptance of the security instrument constituted Accord and Satisfaction, thereby discharging any further claims under the original contract.
2. Enjoin DEFENDANTS from pursuing any additional claims against Petitioner regarding the underlying contracts.
3. Send Back to Petitioner the Original GSA Bonds that were tendered, evidence of which were supplied to this court with May 20, 2024 filings or send Petitioner Theya Kanagaratnam back a refund check in the amount of \$304,200.00 for the 1st Mortgage (DEFENDANT ONE) and \$100,000.00 for HELOC (DEFENDANT TWO).
4. In the event, the instruments Petitioner tendered were considered defective after being examined by a 3rd Party qualified expert, Petitioner should be given time to cure the defects.
5. Award Petitioner any other relief the Court deems just and equitable.

I, Theya Kanagaratnam, declare under penalty of perjury under the laws of the United States of America the foregoing is true and correct.

Dated: November 15, 2024

Respectfully submitted:


Theya Kanagaratnam
Beneficiary
Without Prejudice,
All Rights and Liberties Reserved.

CERTIFICATE OF SERVICE

The above Bill In Equity For Breach Of Contract filing and related Mandatory Judicial Notice and Status Declaration are placed in the Mail via United Postal Service on this 15th day of November 2024 to the following parties:

Robertson, Anschutz, Schneid & Crane LLP
c/o Theron S. Covey
Attorney for US Bank
1 Park Plaza, Suite 600
Irvine, CA 92614

SELENE FINANCE
c/o Robert Lay, CFO
3501 Olympus Blvd., Suite 500
Dallas, TX 75019

TIFFANY & BOSCO, P.A.
c/o Richard L. Stevenson, Esq.
Attorneys for Citi Bank, N.A.
1455 Frazee Rd., Ste. 820
San Diego, CA 92108

To:
CENLAR FSB
c/o David Schneider, CFO
425 Phillips Blvd.
Ewing, NJ 08618

DATED this 15th day of November, 2024

By: Theya Kanagaratnam
Theya Kanagaratnam
Beneficiary
Without Prejudice,
All Rights and Liberties Reserved.

Exhibit A

CERTIFIED

CERTIFIED

Crettus H. Clay, PBBNA Treasurer
Private Bankers Bank,
National Association
Common Law Bank
Registered Certificate #A00001714
Lifetime Member since 24 November 2022



This is to certify that **THEYA KANAGARATNAM** is a Legal Private Banker, Creditor, National Bank pursuant to **UCC 31 U.S.C. §5312(2)(C)** and an authorized member of the State Registered Private Bankers Bank, National Association and Day Global who processes Registered New Credit Agreement Debt Lien Payoff Securities pursuant to **banking law, U.C.C. Articles "3" "8", and S.E.C. Ruling Security Law** to be used as money, "Tender in Payment" Discharge of all debts assigned to the Account and Security Obligations of the United States due the American people; whose private property is at risk to collateralize the government's debt and currency, by legal definitions, a "**National Banking Association**". Such credit agreements written and issued against the Account and Security Obligations of the United States to the public debt due its Principals and Sureties are **required by law to be accepted as "Legal Tender of Payment" Discharge of all presumed debts public and private**, and are defined in law as "**Obligations of the United States**", on the same par and category with Crypto Currency, Federal Reserve Notes, Mortgage NOTES; Cash, Checks, Bank Checks, Wire Transfers, Bank Transfers, Electronic Funds Transfer, Certified Checks, Treasurer's Check, Money Orders, U.S. Currency, credit applications/agreements, and other currency per the 73rd Congress, March 9 1933 United States Bankruptcy; and Federal Reserve Act 1913 §16 §18. Our "money" is the people's credit. This Private Banker is NOT AUTHORIZED to Process Any Securities of which is the lawful, legal, and intellectual property of Day Global and DG Processing Enterprise.

Congressional Legislative Positive Banking Law, 12 USC §24 Seventh; Title 18 U.S.C. §8; Public law and Public Policy 73-10, Chapter 48 Stat §112, §113; Title 31 U.S.C. §3123; 31 U.S.C. §5103; Negotiable Instruments Act; Securities Act § 2(1), 3(a)(3); United States Supreme Court "common law of the land"; by all Treaty Law including Hague Convention on contracts, Geneva Convention Treaty, League of Nations that became UNITED NATIONS CONVENTION ON INTERNATIONAL BILLS OF EXCHANGE & INTERNATIONAL PROMISSORY NOTES (UNCITRAL), and the Universal Postal Union headquartered in Bern, Switzerland). UCC Title 18, Part 1, Chapter 1, §1, §8; by legal and statutory definition (U.C.C. 4-§105, 12 CFR §229.2, §210.2 and Title 12 U.S.C. §1813) as Legal "Tender in Payment", "Lawful Money" per Title 12 U.S.C. §411 and Federal Reserve Act §16, §18; written and issued under State License Authority of the United States Code 31 U.S.C. §392 and §5103, which officially defines these Credit Agreement Securities as statutory legal tender in payment Bank money obligation of THE UNITED STATES to pay, and are written and issued in accordance with 31 U.S.C. §3123; U.C.C. Articles 3, 8, and 9; FEDERAL RESERVE ACT §16, §18. Legal and Valid State Processing License and Banking Laws establish and provide for these security issuance as "PUBLIC POLICY" in remedy and relief for discharge of equity interest recovery all portions reducing the public debt by the security face amount to its Creditors, Principals, and Sureties bearing the Account and Security Obligation of THE UNITED STATES to pay. These registered Credit Agreement Securities are Tender in Payment for all debts. All offers are accepted for honor pursuant to 40 Stat §411, Section 7(e) and 50 USC 4305 (B)(2)..

Private Bankers Bank, N.A. - Established 2012 - REGISTERED No. 2018167529



Crettus H. Clay

31 U.S.C. § 5312(2)(C)

EXHIBIT B

2316 Lakeshore Avenue, Unit #16
Oakland, CA 94606

January 30, 2023

Selene Finance LP
Attn: Mortgage Payoff Department / Robert Lay or Current CFO
3501 Olympus Blvd., Suite 500
Dallas, TX 75019

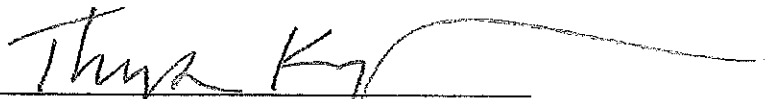
Enclosed, please find following:

1. Negotiable Bill of Exchange Payment – (BA – Time Draft) Bank Business Instrument in the amount of \$ 294,000.00 to Payoff my property located at 2316 Lakeshore Avenue #16, Oakland, CA 94606.
2. Letter of Advice with instructions.
3. A certified copy of my UCC1 & UCC3 filing.

This officially payoffs and extinguishes the alleged debt on my property; therefore, please properly and timely record satisfaction/release of the alleged debt in Alameda County, California Official Records and send me a copy.

Sincerely,

Signature: BY



By Theya Kanagaratnam, Jus/soli, **General Executor and Beneficiary** of the Government Legal Fiction THEYA KANAGARATNAM, ESTATE and Constructive TRUST, **WITHOUT RECOURSE. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e) and 50 USC §4305 (b) (2).**

\$294,000.00

CERTIFIED

\$294,000.00

BILL OF EXCHANGE
Bill of Acceptance – Time Draft
CERTIFIED AND NEGOTIABLE

THEYA KANAGARATNAM Secured Party/Drawee
2316 Lakeshore Avenue, Unit #16
Oakland, CA 94606

16 January 2023

To Secretary of the Treasury, Department of the Treasury – Ledger #0000937

On or by 30 January 2023 Credit the account of CITIMortgage Inc, Successor by merger to ABN AMRO, Quicken Loans, MERS, or Selene Finance, LP Network #063-0723179, 2005026956, MIN:100039033123590196, 3312359019

(TWO HUNDRED NINETY FOUR THOUSAND UNITED STATES OF AMERICA CURRENCY) \$294,000.00

Personal Direct Treasury (UCC Contract) 0000937 Account # RE 075 083 485 US

The obligation of the Drawee (acceptor). Secretary of the Treasury, through the Bailee (Authorized Agent) of Claimant's financial Institution hereof arises out of want of consideration for the pledge and by the redemption of the pledge under Public Resolution HJR-192, now Public Law 73-10, and 59 S. Ct. 847 (FN3), represented by the attached claim Accepted for Value and consideration and bearing account number 063-0723179, 2005026956, MIN:100039033123590196, 3312359019.

This claim document is hereby surrendered as said pledge IS Redeemed (Discharged/Extinguished) by the drawee through the attached document of acceptance for value and exempt from levy. The Claimant's financial Institution is to accept this bill, sign, and process directly via Certified or Registered Mail, Return Receipt to the Secretary of the Treasury – Department of the Treasury. Unless the original Negotiable Bank Instrument is dishonored in writing within fifteen (15) calendar days of receipt by the Secretary of the Treasury, Claimant's financial institution is to release the credit to the payee within the time period specified by Regulation "Z", Truth in Lending Act or on the date designated, whichever is later.


The amount of this accepted draft is to be credited by Claimant's financial Institution to the designated account and the discharge/extinguishment of this claim fifteen (15) calendar days after receipt by the Federal Window (Regulation Z). This Draft Bank Instrument includes all current fees, principal, and interest.

NOTICE: The law relating to Principal and Agent applies.

By: _____
(Bailee's signature (authorized Bank/Trust Agent))

Accepted at (Dallas, Texas) Dated 16 January 2023.

Document Copies have been filed with the DTB


Drawer, Secured Party, Beneficiary, Creditor
WITHOUT RECOURSE/NON-ASSUMPTED

\$294,000.00

\$294,000.00

CERTIFIED

LETTER OF ADVICE
NOT SUBJECT TO NEGOTIABILITY – ACCEPTANCE FOR VALUE

Re: Account No. 063-0723179, 2005026956, MIN:100039033123590196, 3312359019

Attn: CFHMortgage Inc, Successor by merger to ABN AMRO, Quicken Loans, MERS,
or Selene Finance, LP
3501 Olympus Blvd., Suite 500
Dallas, TX 75019

THEYA KANAGARATNAM
Secured Party/Drawee/Beneficiary/Creditor
2316 Lakeshore Avenue, Unit #16
Oakland, CA 94606
30 January 2023

Re: Notice – Processing of Bill of Exchange (BA-Time Draft) Bank Business Instrument

I am in receipt of the attached offer requesting payment. Enclosed please find the Negotiable Bill of Exchange – (BA-Time Draft) Bank Business Instrument of which your processing of which will discharge and extinguish the entire current amount including Attorney and other fees that is stated on the claim herein accepted for value. This Negotiable Bank Business Instrument is presented under authority of Public Law 73-10; UCC 3-104(c); Banking Business Law Title 12 USC 24 Seventh; Spencer v Sterling Bank, 63 Cal App. 4th 1055 (1998); Guaranty Trust Co. of New York v Henwood et al, 59 S.Ct. 847; PHYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL (2011); MINNESOTA LAW REVIEW, Journal of the State Bar Association, VOLUME XIV, MARCH, 1930, No. 4; THE PROMISSORY NOTE AS A SUBSTITUTE FOR MONEY By J. S. WATERMAN²; Wells Fargo v Carigliano (2010); and Witkin Negotiable Instruments, Vol 3 (2001 Supplement) on the undersigned's UCC Contract Trust Account. Following are the steps required to settle this amount. This is not a Treasury/Bond Account.

1. The enclosed Negotiable Bank Business Instrument is hereby properly presented to Debt Servicer to pay Owner. The following process must be followed to the letter in order to satisfy the claimed amount due, interest, and fees on this account which you are obligated/required by law to do; to discharge and extinguish this debt; balance of both debit and credit bank accounting bookkeeping books ledgers under GAAP to a zero balance; to issue full recoupment; and to report this debt payoff to the credit Bureaus as a positive Paid as Agreed on all credit reports.
2. My Personal Direct Treasury Trust (UCC Contract) Account has been set up at the Department of the Treasury and may only be accessed with my approval through the bank account of the Claimant directly to the Secretary of the Treasury. The original Negotiable Instrument must be presented by Claimant's financial institution via Certified or Registered Mail directly to the Secretary of the Treasury – Department of the Treasury Bank (Federal Window), 1500 Pennsylvania Ave. NW, WASHINGTON, D.C. 20220, Attn: Janet Yellen.
3. The Item Processor at Claimant's financial institution, with full identification and Bailee (Authorized Agent) signature, is to present the original Negotiable Instrument along with the Instruction Notice and the stamped Claim to the Secretary of the Treasury – Department of the Treasury Bank at the above address.
4. Claimant's financial institution is to retain the document copies and request that a copy of the Return Receipt from the Federal Window be supplied to them noting the date the original Negotiable Instrument was received at the Federal Window in accordance with the Domestic Public and Banking Policy Statutes. For out of state transactions the UCC and Banking Codes stipulate fifteen (15) days.
5. The copy of the Negotiable Instrument is to be held at the financial institution until the required period for the Federal Window, Regulation J and Federal Reserve, Reg. Z – truth in Lending, 12 USC 226 1 et seq the Order/Property has passed. Then the full-face amount of the Negotiable Instrument is automatically released by the local financial institution for credit to Claimant's account and discharge/extinguishment of claim.
6. If the Secretary of the Treasury (Drawee) sends notice in writing of some error or problem with or without explanation of all deficiencies, please notify the undersigned immediately upon receipt of such Notice and the matter will be addressed with the Department of the Treasury Bank and the Federal Window. You will be noticed of the corrective action taken.
7. I hereby request that you notify the undersigned when the required time period for the Federal Window and the Federal Reserve under Regulation J and Regulation Z have transpired and the account has been adjusted with positive Paid As Agreed Credit Bureau reporting.

Thank you for your corporation in getting this account settled and the claim discharged/extinguished/released.


THEYA KANAGARATNAM, Secured Party/Beneficiary/Creditor

Certified

KANAGARATNAM, THEYA
2316 LAKESHORE AVENUE, UNIT # 16
OAKLAND, CA 94606
USA

UCC-11 Form

Mailing Information:

FILER INFORMATION (optional)

Full name: **THEYA KANAGARATNAM**

Phone: **510-356-5776**

SEND ACKNOWLEDGEMENT TO:

Contact Name: **KANAGARATNAM, THEYA**

Street #1: **2316 LAKESHORE AVENUE, UNIT # 16**

City, State Zip: **OAKLAND, CA 94606**

Country: **USA**

Request Information:

Certified Copy**Request Method: Filing Number(s)**

202396590170

202396653370

Ucc11 Search Option: **ALL**

Only Search Records After the Date:

202396590170

January 17, 2023

A TRUE COPY ATTEST

WILLIAM FRANCIS GALVIN, SECRETARY OF THE COMMONWEALTH

DATE: 01/23/2023

CLERK

MA SOC Filing Number: 2023000001170 Date: 01/23/2023 8:45:00 AM

UCC-1 Form

FILER INFORMATION

Full name: THEYA KANAGARATNAM

Email Contact at Filer: THEYAK101@YAHOO.COM

SEND ACKNOWLEDGEMENT TO

Contact name:

Mailing Address: 2316 LAKESHORE AVENUE, UNIT #16

City, State Zip Country: OAKLAND, CA 94606 USA

DEBTOR INFORMATION

Org. Name: THEYA KANAGARATNAM, ESTATE

Mailing Address: 2930 DOMINGO AVENUE #1025

City, State Zip Country: BERKELEY, CA 94705 USA

SECURED PARTY INFORMATION

Last Name (i.e. Family Name or Surname): KANAGARATNAM First Name: THEYA

Mailing Address: 2316 LAKESHORE AVENUE, #16

City, State Zip Country: OAKLAND, CA 94606 USA

TRANSACTION TYPE: TRANSMITTING UTILITY
ALTERNATIVE DESIGNATION: BAILEE-BAILOR
COLLATERAL IS HELD IN A TRUST

COLLATERAL

DEBTOR OF RECORD, THEYA KANAGARATNAM, IS NOW REGISTERING INTO THE COMMERCIAL DOMESTIC PUBLIC FOR THE FOR PAYOFF, DISCHARGE, EXTINGUISHMENT OF CURRENT AMOUNT OF CLAIMED DEBT, RECOUPMENT, AND SETTING UP MY PERSONAL DIRECT TREASURY TRUST (UCC CONTRACT) ACCOUNT AT THE DEPARTMENT OF THE TREASURY UNDER REGULATION J, FEDERAL RESERVE, REG. Z - TRUTH IN LENDING, 12 USC 226 I ET SEQ AS A NATIONAL UCCI ACCOUNT REGISTERED PRIVATE BANKER WITH PRIVATE BANKER # [REDACTED] PURSUANT TO 31 USC §5312(2)(C); A NEW CREDIT AGREEMENT DEBT LIEN PAYOFF CONTRACT SECURITY NOTE DRAFT BANK INSTRUMENT SERIAL NUMBER [REDACTED] WITH \$294,000.00; AND A BILL OF EXCHANGE BANK INSTRUMENT TO BE PAID TO ABN AMRO, QUICKEN LOANS, MERS, SELENE FINANCE LP, OR U.S. BANK TRUST NATIONAL ASSOCIATION, OWNER WITH THE INTENTION TO EXTINGUISH CLAIMED DEBT NOTE, DEBT RECORDED SECURITY, STATE OR IRS (CLAIMED TAXES, BACK CHILD SUPPORT, ALL CREDIT APPLICATIONS, AND ALL ALLEGED AND PRESUMED PERSONAL, BANK, LENDER, OR FINANCIAL LOANS OR DEBTS. THE REGISTERED BILL OF EXCHANGE - (BA-TIME DRAFT) BANK INSTRUMENT, AND NEW CREDIT AGREEMENT DEBT LIEN PAYOFF CONTRACT SECURITY NOTE DRAFT BANK BUSINESS INSTRUMENTS USED AS FRN MONEY NOW HOLDS A DEPARTMENT OF THE TREASURY - PERSONAL DIRECT TREASURY (UCC CONTRACT) LEDGER # [REDACTED] WITH ACCOUNT # [REDACTED] US, THE PROCESSING OF WHICH SHALL DISCHARGE AND EXTINGUISH THE ENTIRE CURRENT DEBT AMOUNT STATED ON ANY CLAIM HEREIN ACCEPTED FOR CONSIDERATION VALUE BY LAW. THESE NEGOTIABLE BANK INSTRUMENTS ARE PRESENTED UNDER AUTHORITY OF PUBLIC LAW 73-10, CHAPTER 48 SECTIONS 112, 113, UCC3-104(c), TITLE 3 U.S.C. §604, 18 USC §8, SPENCER V STERLING BANK, 63 CAL. AP. 4TH 1055 (1998), GUARANTY TRUST CO. OF NEW YORK V HERWOOD ET AL, 59 S.Ct. 847, PHYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL (2011), WELLS FARGO V CARIGLIANO (2010), HIGHLAND CAPITAL MGMT. V. SCHNEIDER; IS TO BE PAID AS AN ACCOUNT AND SECURITY OBLIGATION OF THE UNITED STATES, UNICRAL CONVENTION ON BILLS OF EXCHANGE AND PROMISSORY NOTES, AND WITHIN NEGOTIABLE INSTRUMENTS, VOL 3 (2001 SUPPLEMENT) ON THIS FILED UCC CONTRACT TRUST ACCOUNT. THIS IS NOT A TREASURY/BOND ACCOUNT. ABN AMRO, QUICKEN LOANS, MERS, SELENE FINANCE LP, OR U.S. BANK TRUST NATIONAL ASSOCIATION HAS NEVER FILED A UCCI TO ACCEPT OR VERIFY ANY DEBT AS REQUIRED BY LAW, CODE, AND STATUTES. I AM THE SECURED PARTY, BENEFICIARY, TRANSMITTING UTILITY, BAILEE/BAILOR, CREATOR, CREDITOR, AND PRINCIPAL OF CLAIMED DEBT PURSUANT TO LAW, POLICY, AND LEGAL DEFINITIONS. ALL OFFERS ARE ACCEPTED FOR HONOR PURSUANT TO 40 STAT §411, SECTION 7(e), 50 USC §4305(b)(2), FEDERAL RESERVE ACT §§16 AND 18, "TITLE 12 USC §24, SEVENTH BANKING BUSINESS LAWS."

202396653370

9:03 am

A TRUE COPY ATTEST

WILLIAM FRANCIS GALVIN, SECRETARY OF THE COMMONWEALTH

DATE: 01/23/2023

CLERK

MA SOC Filing Number: 202390000010 Date: 11/10/2023 8:52:00 AM

UCC-3 Form - AMENDMENT

AMENDMENT ACTION - COLLATERAL ASSIGN

Original File Number: 202396590170

FILER INFORMATION

Full name: THEYA KANAGARATNAM

Email Contact at Filer: THEYAK101@YAHOO.COM

SEND ACKNOWLEDGEMENT TO

Contact name:

Mailing Address: 2316 LAKESHORE AVENUE, UNIT 16

City, State Zip Country: OAKLAND, CA 94606 USA

NAME OF THE SECURED PARTY OF RECORD AUTHORIZING THE AMENDMENT:

CUSTOMER REFERENCE: MORTGAGE NOTE AND MORTGAGE DEBT LIEN CONTRACT PROPERTY SATISFACTION/RELEASE

COLLATERAL

DEBTOR OF RECORD, THEYA KANAGARATNAM, HEREIN ENTERS INTO THE COMMERCIAL REGISTRY DOMESTIC PUBLIC RECORDS PER SEC RULES THE FOLLOWING: REGISTERED PRIVATE BANKER WITH PRIVATE BANKER # [REDACTED] PURSUANT TO 31 USC §5312(2)(C); A NEW CREDIT AGREEMENT DEBT LIEN PAYOFF CONTRACT SECURITY NOTE DRAFT BANK BUSINESS INSTRUMENT SERIAL NUMBER 0002671714 WITH \$294,000.00; AND BILL OF EXCHANGE BANK INSTRUMENT TO BE PAID TO CITIMORTGAGE INC - SUCCESSOR BY MERGER TO ABN AMRO, QUICKEN LOANS, MERS, SELENE FINANCE LP, OR U.S. BANK TRUST NATIONAL ASSOCIATION OWNER WITH THE INTENTION TO EXTINGUISH ANY CLAIMED DEBT NOTE, DEBT RECORDED SECURITY, STATE OR IRS CLAIMED TAXES, AUTOMOBILE LOAN, ANY TYPE DEBT OR LOAN, AND/OR CREDIT APPLICATION OR CREDIT CARD IN THE BANKING BUSINESS 1) ITEMS OF CONTRACT PROPERTY: ASSIGNED; ACCEPTED FOR CONSIDERATION VALUE; EXEMPTED FROM LEVY; 2) NEGOTIABLE FINANCIAL SECURITY NOTE PROPERTY, SERIAL # [REDACTED] FACE VALUE \$ \$294,000.00 DATED 16 JANUARY 2023 PAYEE CITIMORTGAGE INC - SUCCESSOR BY MERGER TO ABN AMRO, QUICKEN LOANS, MERS, SELENE FINANCE LP, OR U.S. BANK TRUST NATIONAL ASSOCIATION; MAKER THEYA KANAGARATNAM, DRAWEE CITIMORTGAGE INC, SUCCESSOR BY MERGER TO ABN AMRO, QUICKEN LOANS, MERS, SELENE FINANCE LP, OR U.S. BANK TRUST NATIONAL ASSOCIATION; U.S. TREASURY ACCOUNT [REDACTED] IS DISBURSEMENT OF REDEMPTION FUNDS ASSETS TRANSFER INTO PAYEE BANK DEBT ACCOUNT NUMBER [REDACTED], MIN: [REDACTED] AND [REDACTED] TO BE PAID BY THE ACCOUNT AND SECURITY OBLIGATION OF THE UNITED STATES VIA 18 USC §8 TO BE DISBURSED AS CASH OR CREDIT TO THE BANK AS PROPERTY OF ONE OF THE AMERICAN "PEOPLE OF THE UNITED STATES" PER HJR 192 (PUBLIC LAW 73-10, CHAPTER 48 §112 AND §113) DEBT OR ASSESSED TAX ACCOUNT BEING PAID, SET OFF, SETTLED, CANCELLED, WITH RECOUPMENT WITH CLOSURE OF CLAIMED DEBT OR ASSESSED TAX ACCOUNT NUMBER [REDACTED], MIN: [REDACTED] AND [REDACTED] THROUGH THE UNITED STATES TREASURY ALIEN PROPERTY CUSTODIAN FOR DISCHARGE, PAYMENT, OR CREDIT AS A SECURITY OBLIGATION AND ACCOUNT OF THE UNITED STATES WITHOUT USING A CHECK CLEARINGHOUSE. MAKER IS A TRANSMITTING UTILITY, BAILEE/BAILOB, THIRD PARTY OF INTEREST, SECURED PARTY, CREDITOR, PRINCIPAL, AND BENEFICIARY PURSUANT TO LAW, POLICY, AND LEGAL DEFINITIONS. ALL OFFERS ARE ACCEPTED FOR HONOR PURSUANT TO 40 STAT §411, SECTION 7(e) AND 50 USC §4305(b)(2).

Tracking Number:

Remove X

RE075083485US

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item has been delivered to an agent for final delivery in COPPELL, TX 75019 on February 6, 2023 at 4:15 pm.

Delivered to Agent

Delivered to Agent for Final Delivery

COPPELL, TX 75019

February 6, 2023, 4:15 pm

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

[See More](#) ✓

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

[FAQs](#)

THEYA KANAGARATNAM
2316 Lakeshore Avenue, #16
Oakland, CA 94606

February 16, 2023

ROBERT LAY – CFO or JOSEPHA A PENSABENE = CEO,
HEAD OF THE DOMESTIC/FOREIGN COLLECTIONS DEBT PAYOFF DEPARATMENT
AUTHRIZED EMPLOYEE/REPRESENTATVIC AGENT, INVESTOR TRUST, OWNER, OR
SERVICER,
Selene Finance LP
3501 Olympus Blvd., Suite 500
Dallas, TX 75019

RE: LEGAL NOTICE, Not a Letter

DEBT ACCOUNT #s: 063-0723179, 2005026956 (Selene Finance LP), 3312359019, MIN:
100039033123590196 has been paid off with your accepted Bill of Exchange in the amount of
\$294,000.00, the equivalent to money and representative of money under your Banking Business
Instruments law.

As you know, I have paid as a set off, discharge, and extinguishment with full settlement,
account closure, and to balance your two accounting books account ledgers to a zero balance for
your claimed debt account numbers, Original Mortgage NOTE and Mortgage Security Payoff
with Recoupment and Account Closure., under the Terms and Conditions of your accepted Bill
of Exchange Instrument as accepted by your Authorized Agent for this debt Discharge per UCC
3-604, 3-501, and 3-603 and debt extinguishment which you legally agreed for a debt release and
satisfaction of this claimed debt.

Your Authorized Agent's acceptance of the Bill of Exchange on February 6, 2023 to be paid to
owner. Please collect the full payoff at the U.S. Treasury Federal Reserve Window, Regulation
J and Federal Reserve Reg Z -truth in Lending, as instructed in the Letter of Advice.
Pursuant to 40 Stat 411, Section 7(e), 50 USC 4305(b)(2), 18 USC 8 is the obligation of the
UNITED STATES to pay, 8 STAT 80, and Bank Business law under the Bill of Exchange Bank
Business Instrument pursuant to Article 3-604 and Banking Business law. The enclosed positive
evidence of your authorized agent acceptance is payoff to you Selene Finance LP, CITIMortgage
Inc, Successor by merger to ABN AMRO, Quicken Loans, MERS OR U.S. Bank Trust National

ANY ATTEMPT in any way to harass, falsely report, foreclose, repossess, or otherwise damage me of this **alleged, unverifiable-fake debt**, in any way will also open offending party(s) up to a lawsuit for Slander of Title, \$10,000.00 per hour for each communication occurrence, communication, lawsuit, litigation, or court hearing will be charged to you if I am forced to attend after today, and any other legal action appropriate will be commenced.

I now request that you send me proof of payoff as I have paid the alleged debt, item: Original Mortgage NOTE and Mortgage Security Payoff with Recoupment and Account Closure, as of date of acceptance, with Pay off, full settlement, discharge and ledgers balance with closure of your claimed debt. I now also request you send me my personal original wet inked signed documents (NOTE and Debt Lien Securities) (Contracts) that are my personal and private property. Send within 20 days of this presentment under law. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e)50 USC 4305(b)(2)

Sincerely,



Without Recourse, Theya Kanagaratnam, Executor, Administrator, Beneficiary, and Principal of the THEYA KANAGARATNAM ESTATE/TRUST, GOVERNMENT created LEGAL FICTION COMMERCIAL ENTITY. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e); 50 USC 4305(b)(2).

THEYA KANAGARATNAM
2316 Lakeshore Avenue, #16
Oakland, CA 94606

April 18, 2023

ROBERT LAY – CFO / JOSEPHA A PENSABENE – CEO,
LAKEITA PARKER/ JESSE JACKSON
AUTHORIZED EMPLOYEE/REPRESENTATIVE AGENT, INVESTOR TRUST, OWNER, OR
SERVICER,
Selene Finance LP
3501 Olympus Blvd.; Suite 500
Dallas, TX 75019

RE: LEGAL NOTICE, Not a Letter

Notice to Agent is Notice to Principal and Notice to Principal is Notice to Agent.

DEBT ACCOUNT #s: 2005026956 (Selene Finance LP), 063-0723179 (Original ABN-AMRO #), 3312359019 (Quicken), MIN: 100039033123590196 has been paid off with your authorized agent accepted Bill of Exchange on February 6, 2023 in the amount of \$294,000.00, the equivalent to money and representative of money under your Banking Business Instruments law.

I shall also point out, I am in receipt of your package dated on March 24, 2023; however, your inability and unwillingness to stipulate that:

- a) A wet inked signed bilateral credit agreement contract which is the only establishment of my debt with you. Pursuant of U.C.C. - ARTICLE 3 -§3-501 (b) 2 (1), I am entitled to demand presentation of the negotiable instrument. This is required to establish your right of enforcement as Holder in Due Course via a chain of assignment as evidenced by the Note or Allonge. Claiming to be the “the holder in due course” as a statement is insufficient proof of status. A photocopy of the documents is insufficient proof as it does not answer the question of who CURRENTLY is the rightful and lawful holder in Due Course.
- b) A Creditor of the Instrument as you can and have not provided in accordance with Generally Accepted Accounting Principles (GAAP) and Copy of the actual account whereby bank assay has occurred showing actual loss incurred of the alleged debt from your client.

You have violated the requirements of Truth In Lending Act (TILA), and by your actions provide prima facie evidence that you are attempting to collect money on the basis of fraud.

Nevertheless, I have tendered a negotiable instrument in the form of Bill of Exchange on February 6, 2023 in the amount of \$294,000.00 to discharge your alleged debt. Please note, UCC 3-603b Tender of Payment states:

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.


Unless you provide me with evidence of a defect from a qualified third party of my legal tender payment in the form of Bill of Exchange in the amount of \$294,000.00 that was received and accepted by your authorized agent on February 6, 2023, and allow me to cure if such a defect exists, I consider this matter settled and closed.

Therefore, I seek the following remedy:

1. Cancellation, Discharge and Account Closure of the Mortgage within 15 days;
2. Issue into county records the Cancellation, Release and Satisfaction of Mortgage Debt Lien Contract Security and return to me my personal original wet inked signed documents (NOTE and Debt Lien Securities) (Contracts) that are my personal and private property. within 15 days;
3. Full recoupment of all of my funds that were paid since closing until now within 15 days.

cc: US Bank – Mortgage Research / Specialized MBS Services
60 Livingston Avenue,
EP-MN-WS3D
St. Paul, MN 55107

Sincerely,


Without Recourse, Theya Kanagaratnam, Executor, Administrator, Beneficiary, and Principal of the THEYA KANAGARATNAM ESTATE/TRUST, GOVERNMENT created LEGAL FICTION COMMERCIAL ENTITY. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e); 50 USC 4305(b)(2).

June 2, 2023

Trustee Corps
17100 Gillette Ave, Irvine 92614

Notice:

Re: Loan # 2005026956

To Whom It May Concern at Trustee Corps:

You have sent me an unsigned piece of paper stating Selene Finance has referred my loan to you for foreclosure.

There are few issues with this:

Neither Selene Finance nor U.S. Bank who claims to be the owner of this alleged debt have any standing to make such claims in the first place.

Nevertheless, I have already tendered a negotiable instrument in the form of Bill of Exchange , a copy of which is enclosed here, for the amount of \$294,000.00 as well as the notice I sent to Selene regarding this discharge.

And as per

UCC § 3-603(b) TENDER OF PAYMENT.

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

Please take note even if it's refused, there is still discharge and the debt is set-off.

Whether Selene accepts it or not the alleged debt has been paid-off.

Furthermore, If Selene Finance LP didn't want to accept this instrument of payment, they should have returned this instrument back to me which they never did.

Obviously, Selene is unwilling to accept the discharge and set-off

I shall also point out, to date Selene Finance LP has failed to produce:

A wet Ink signed bilateral credit agreement contract which is the only establishment of my debt with it (Not the loan modification) but the original agreement.

Pursuant of U.C.C. - ARTICLE 3 -§3-501 (b) 2 (1), I am entitled to demand presentation of the negotiable instrument. This is required to establish SELENE FINANCE LP/ US Bank's right of enforcement as "Holder in Due Course" via a chain of endorsement/assignment as evidenced by the Note or Allonge. Claiming to be the "the holder in due course" as a statement is insufficient proof of status. A photocopy of the documents is insufficient proof as it does not answer the question of who CURRENTLY is the rightful and lawful holder in Due Course.

Throughout the long history of this loan, the Chain Title has been broken and Bifurcation has occurred. This loan was put in Inactive status in MERS long ago, and there were no assignments recorded in the Alameda county recorder's office for a very long time even though I continued to pay the various Servicers who came and went with U.S dollar for a very long-time.

SELENE FINANCE LP must show perfection of the Chain of Title for the Promissory Note. There must be a Chain of Endorsement following UCC 9-206. Blank Assignment is not acceptable. In order to collect and enforce the note under UCC 9-301, SELENE FINANCE LP or US Bank must show it has the position of the "holder in due course."

SELENE FINANCE LP must show a perfection of the Chain of Title for the Deed of Trust. If an assignment of the Promissory Note is not registered on the county records , then perfection is not achieved and bifurcation has occurred and there is a defect in the Chain of Title and that the Deed of Trust is unenforceable.

Neither SELENE FINANCE LP nor US Bank have not done that; therefore, They will be committing theft if they moved forward with this. Just because they have copies of the loan docs from Quicken from decades ago , does not mean they are the "holder in due course"

After me pushing these issues with both Selene and U.S Bank through debt verification letters and qualified written response requests, I see Selene and U.Bank, who claims to be the owner of the loan, trying to play catch up or reverse engineer by recording it in April, 2023 at Alameda County Recorder's Office in California what some 6-months after the so-called loan modification agreement was signed. They are trying to reverse Engineer this to make believe they are *the* proper ~~the~~ "holder in due course" or whatever you want to call it.

None of this can be reverse engineered now; once an instrument is defective, it is forever defective. I will be getting securitization audit done and investigating the chain of title in the near future. In another words, they are trying to use some defective, unenforceable Deed of Trust to get you involved in this.

Again, In spite of it all, I have tendered a negotiable instrument in the form of Bill of Exchange for the amount of \$294,000.00 on February 6, 2023.

Let me also provide you with some background regarding Bill of Exchange in case you are not familiar with it and advise you to consult with a qualified expert on this as there have been many court cases regarding this:

According to the Honorable State Circuit Judge William C. Johnson, Jr. in **Bank One, N.A. as Trustee v. Robert E Ward** (Florida 2002) and many more court cases nationwide... Upon full payment twice by Defendant, Sara Sue Fugate, the court dismissed the case on the merits. Judge Johnson, regarding the Bill of Exchange 'quoted in the Defendant's favor with dismissal with prejudice the following quote directly from the court case transcripts.

"#13. When asked, "What is a Bill of Exchange or Security Note Draft as My client does not know what it is." by the Bank One, N.A. Representative Attorney, the court proceeded to clarify by stating that a Bill of Exchange, promissory note, and registered Security Note Draft must be acceptable as debt payoff by the Plaintiff, Bank One, as "they are in the Banking Business", then the court added; "They're

in the Business (BANKING BUSINESS). It is a Bank Instrument and payment." Court also said:

... "state registered new credit agreement contracts, state registered bank NOTE drafts, state registered Bills of Exchange, registered promissory Notes must be accepted by banks because Banks and lenders are in the "Banking Business" and these are "Bank Business Instruments."

Listed below are a few more laws, court cases, and authorities that quote these bank business instruments as debt payment that must be accepted as debt payment by Federal Private Reserve banks, lenders, investor trusts, and debt collector servicers:

- 1) Public Law 73-10,
- 2) UCC 3-104(c),
- 3) Banking Business Law Title 12 USC 24 seventh,
- 4) Highland Capital Mgmt. LP v. Schneider, 607 F.3d 322, 327 (2d Cir. 2010),
- 5) Spencer v Sterling Bank, 63 Cal App. 4th 1055 (1998),
- 6) Guaranty Trust Co. of New York v Henwood et al, 59 S.Ct. 847, 7) PHYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL (2011),
- 8) MINNESOTA LAW REVIEW, Journal of the State Bar Association, VOLUME XIV, MARCH, 1930, No. 4, THE PROMISSORY NOTE AS A SUBSTITUTE FOR MONEY By J. S. WATERMAN*,
- 9) Wells Fargo v Carigliano (2010), and
- 10) Witkin Negotiable Instruments, Vol 3 (2001 Supplement) on the undersigned's UCC Contract Trust Account. **These are not Treasury/Bond Account bank business instruments."**

Constitutionally and in the laws of equity, the United States **could not borrow or pledge the property and wealth of its private citizens, put at risk as collateral for its currency and credit without legally providing them equitable remedy for recovery of what is due them. Remedy under Reservation of Rights can be found at UCC 1-103.6 and UCC 1-308 (Old 207.4)**

The United States government, of course, did **not** violate the law or the Constitution in this way, in order to collateralize its financial reorganization, but did, **in fact**, provide such a legal remedy so that it has been able to continue on since 1933 to hypothecate the **private** wealth and assets of those classes of persons by whom it is owned, **at risk backing the government's obligations and currency, by their implied consent**, through the government having provided such remedy,

as defined and codified above, for recovery of what is due them on their assets and wealth at risk.

Public law 73-10, Chapter 48 (112) (113) under HJR 192 is that remedy and in part states that the Federal Government will discharge all of our debts, public and private, dollar for dollar. if submitted in GOOD FAITH, WITH CLEAN HANDS, it is acceptable as tendered payment. Note for note, dollar for dollar This has been one of the best kept secrets in this Bankrupt Nation

As I have stated above, these entities like Selene Finance LP and U.S Bank have no standing whatsoever in the first place. Chain of title was broken long ago and bifurcation has occurred. Even then, I have tendered Bill of Exchange in the amount \$294,000.00 with instructions to discharge, set-off and zero out their ledgers and settle this.

So in summary, I suggest to you before you take this on, you properly investigate this matter. Otherwise, you will be named as an accomplice in attempting to steal my home.

So please do not waste my time by sending anymore of these useless letters and notices regarding the unenforceable Deed of Trust ; any further effort by you attempting to contact me by U.S. mail or otherwise will be prosecuted in the appropriate manner.



Without Recourse, Theya Kanagaratnam, Executor, Administrator, Beneficiary, and Principal of the THEYA KANAGARATNAM ESTATE/TRUST, GOVERNMENT created LEGAL FICTION COMMERCIAL ENTITY. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(e); 50 USC 4305(b)(2).

EXHIBIT C

**AFFIDAVIT OF TRUTH OF
CREDIT AGREEMENT PAYOFF SECURITY INSTRUMENT
PRESENTMENT / COMMUNICATION**

29 December 2022

The undersigned Affiant, Theya Kanagaratnam, hereinafter "Affiant", does solemnly swear, affirm, declare, and state as follows:

For the Record

1. Affiant is competent to state the matters set forth herein.
2. Affiant has knowledge of the facts stated herein.
3. All the facts herein are true, correct, and complete, admissible as evidence and if called upon as a witness, Affiant will testify to their veracity.

Plain Statement of Facts

On December 12, 2022, I, Theya Kanagaratnam, presented the certified funds Bill of Exchange to CENLAR by way of USPS Registered Mail to 425 Phillips Blvd., Ewing, NJ 08618. On December 29, 2022, I, Theya Kanagaratnam, presented the negotiable Registered New Credit Agreement Debt Lien Payoff Contract Security NOTE Draft bank business Instrument money, NOTE Draft Security No. 000011714 and WITHOUT PREJUDICE Debt Lien Payoff release and Satisfaction of Claimed debt that are Legal documents to CENLAR by way of USPS Certified Mail to 425 Phillips Blvd., Ewing, NJ 08618. Both the Bill of Exchange and New Credit Agreement Debt Lien Payoff Contract Security are Legal Tender in PAYMENT BANK ACCEPTED Payoff of the Claimed Debt, as stated on these two (2) legal documents

Documents and Payoff of Acceptance Presented and communicated to the Bank

1. Negotiable Certified and Registered Bill of Exchange Bank Business Payoff Instrument which is a Bank Business Instrument Money for Debt Payment and Payment of debt by several Court Cases and "Letter of Notice" so the bank can get paid.
2. The Registered New Credit Agreement Debt Lien Payoff Security NOTE Draft bank business instrument money Payoff (order to pay).
3. Lien Release and Satisfaction Document to be recorded in county records.
4. UCC1 Security Registration of payoff Security NOTE pursuant to the S.E.C. as securities.
5. UCC3 Assignment to United States Treasury Property Custodian to pay per United States Public Law 73-10, Chapter 48, Sections 112 and 113, HJR 192, and court cases that recognized these instruments a payment.
6. NOTE Draft Processing Memorandum Payoff Instructions for Bank to receive full Payment.

Failure to respond or rebut within FOUR (4) working days after receipt of the Registered New Credit Agreement Debt Lien Payoff Security shall convey CENLAR's assent and agreement unto all the facts stated herein.

IN WITNESS WHEREOF I hereunto set my hand and seal on this 29th day of December 20 22 and hereby certify all the statements made above are true, correct, and complete under the penalty of perjury in the laws of the United States of America.

By: Theya Ky WITHOUT RECOURSE communicated by Theya Kanagaratham.

JURAT & OATH

state: of California
Alameda County

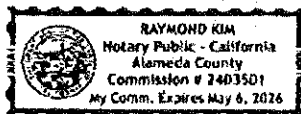
Sworn to (or affirmed) and subscribed before me on this 29th day of December, 20 22 by Theya Kanagaratham who proved to me on the basis of satisfactory evidence to be one of the people who appeared before me and executed the forgoing instrument for the purpose stated therein and acknowledged that said execution was by his/her free act and deed.



Notary Public's Signature

May 6th, 2026

Commission Expiration Date



\$71,000.00

CERTIFIED

\$71,000.00

BILL OF EXCHANGE
Bill of Acceptance – Time Draft
CERTIFIED AND NEGOTIABLE

THEYA KANAGARATNAM Secured Party/Drawee
2316 LAKESHORE AVENUE, UNIT 16
OAKLAND, CA 94606

24 November 2022

To Secretary of the Treasury, Department of the Treasury – Ledger #0000134

On or by 13 December 2022 Credit the account of Citibank, N.A., OR CENLAR FSB
113042500045000, 9222173156, and 4774041794

Network #106091318334000,

(SEVENTY ONE THOUSAND UNITED STATES CURRENCY AND NO CENTS) \$71,000.00

Personal Direct Treasury (UCC Contract) 0000134 Account # RE 963 924 240 US

The obligation of the Drawee (acceptor). Secretary of the Treasury, through the Bailee (Authorized Agent) of Claimant's financial Institution hereof arises out of want of consideration for the pledge and by the redemption of the pledge under Public Resolution HJR-192, now Public Law 73-10, and 59 S. Ct. 847 (FN3), represented by the attached claim Accepted for Value and consideration and bearing account number 106091318334000, 113042500045000, 9222173156, and 4774041794.

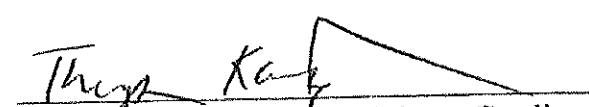
This claim document is hereby surrendered as said pledge IS Redeemed (Discharged/Extinguished) by the drawee through the attached document of acceptance for value and exempt from levy. The Claimant's financial Institution is to accept this bill, sign, and process directly via Certified or Registered Mail, Return Receipt to the Secretary of the Treasury – Department of the Treasury. Unless the original Negotiable Bank Instrument is dishonored in writing within fifteen (15) calendar days of receipt by the Secretary of the Treasury, Claimant's financial institution is to release the credit to the payee within the time period specified by Regulation "Z", Truth in Lending Act or on the date designated, whichever is later. The amount of this accepted draft is to be credited by Claimant's financial Institution to the designated account and the discharge/extinguishment of this claim fifteen (15) calendar days after receipt by the Federal Window (Regulation Z). This Draft Bank Instrument includes all current fees, principal, and interest.

NOTICE: The law relating to Principal and Agent applies.

By: _____
(Bailee's signature (authorized Bank/Trust Agent))

Accepted at (Ewing, New Jersey) Dated 24 November 2022.

Document Copies have been filed with the DTB


Drawer, Secured Party, Beneficiary, Creditor
WITHOUT RECOURSE/NON-ASSUMPTED

\$71,000.00

\$71,000.00

LETTER OF ADVICE
NOT SUBJECT TO NEGOTIABILITY -- ACCEPTANCE FOR VALUE

Re: Account No. 106091318334000, 113042500045000, 9222173156, and 4774041794

Attn: Citibank, N.A., OR CENLAR FSB
425 Phillips Blvd.
Ewing, NJ 08618

THEYA KANAGARATNAM
Secured Party/Drawee
2940 DOMENGO AVENUE #1025
BERKELEY, CA 94705
13 December 2022

Re: Notice - Processing of Bill of Exchange (BA-Time Draft)

I am in receipt of the attached offer requesting payment. Enclosed please find the Bill of Exchange - (BA-Time Draft) the processing of which will discharge and extinguish the entire current amount including Attorney and other fees that is stated on the claim herein accepted for value. This Negotiable Bank Instrument is presented under authority of Public Law 73-10, UCC 3-104(e), Banking Business Law, Spencer v Sterling Bank, 63 Cal App 4th 1055 (1998), Guaranty Trust Co. of New York v Henwood et al, 59 S.Ct. 847, PHYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL (2011), MINNESOTA LAW REVIEW, Journal of the State Bar Association, VOLUME XIV, MARCH, 1930, No. 4, THE PROMISSORY NOTE AS A SUBSTITUTE FOR MONEY By I. S. WATERMAN*, Wells Fargo v Carigliano (2010), and Wilkin Negotiable Instruments, Vol 3 (2001 Supplement) on the undersigned's UCC Contract Trust Account. Following are the steps required to settle this amount. This is not a Treasury/Bond Account.

1. The enclosed Negotiable Bank Instrument is hereby presented and the following process must be followed to the letter in order to satisfy the claimed amount due, interest, and fees on this account and discharge and extinguishment of this debt.
2. My Personal Direct Treasury Trust (UCC Contract) Account has been set up at the Department of the Treasury and may only be accessed with my approval through the bank account of the Claimant directly to the Secretary of the Treasury. The original Negotiable Instrument must be presented by Claimant's financial institution via Certified or Registered Mail directly to the Secretary of the Treasury - Department of the Treasury Bank (Federal Window), 1500 Pennsylvania Ave. NW, WASHING. D.C. 20220, Attn: Janet Yellen.
3. The Item Processor at Claimant's financial institution, with full identification and Bailee (Authorized Agent) signature, is to present the original Negotiable Instrument along with the Instruction Notice and the stamped Claim to the Secretary of the Treasury - Department of the Treasury Bank at the above address.
4. Claimant's financial institution is to retain the document copies and request that a copy of the Return Receipt from the Federal Window be supplied to them noting the date the original Negotiable Instrument was received at the Federal Window in accordance with Public and Banking Policy. For out of state transactions the UCC and Banking Codes stipulate fifteen (15) days.
5. The copy of the Negotiable Instrument is to be held at the financial institution until the required period for the Federal Window, Regulation J and Federal Reserve, Reg. Z - truth in Lending, 12 USC 226 1 et seq the Order/Property has passed. Then the full-face amount of the Negotiable Instrument is automatically released by the local financial institution for credit to Claimant's account and discharge/extinguishment of claim.
6. If the Secretary of the Treasury (Drawee) sends notice in writing of some error or problem with or without explanation of all deficiencies, please notify the undersigned immediately upon receipt of such Notice and the matter will be addressed with the Department of the Treasury Bank and the Federal Window. You will be noticed of the corrective action taken.
7. I hereby request that you notify the undersigned when the required time period for the Federal Window and the Federal Reserve under Regulation J and Regulation Z have transpired and the account has been adjusted with Credit Bureau reporting.

Thank you for your corporation in getting this account settled and the claim discharged/extinguished/released.

THEYA KANAGARATNAM Secured Party/Beneficiary/Creditor

Tracking Number:

Remove X

RE963924240US

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Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 10:46 am on December 21, 2022 in TRENTON, NJ 08618.

Delivered

Delivered, Front Desk/Reception/Mail Room

TRENTON, NJ 08618

December 21, 2022, 10:46 am

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean? \(https://faq.usps.com/s/article/Where-is-my-package\)](https://faq.usps.com/s/article/Where-is-my-package)

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[FAQs](#)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda

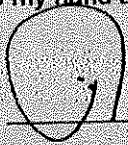
On December 29th, 2022 before me, Raymond Kim, Notary Public
(insert name and title of the officer)

personally appeared Theya Kanagaratnam
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



CERTIFIED
PROCESSING MEMORANDUM



Instructions for debt/tax payment of this Contract Property pursuant to Public Law and SEC Rule 327 Legal Commercially Registered Security Instrument

Please take Specific Notice that this bank Medallion Stamped, verified, and certified negotiable security instrument is NOT to be processed using a check clearing-house or warehouse.

To obtain full credit, only process via the United States Treasury window in care of Alien Property Custodian Department via:

Fiduciary: Post the presented funds into the asset column of this claimed debt account and charge the offer and acceptance for full settlement, prepaid, and exempt when entered to the post closing balance.

This is to be considered a prepaid exchange, a Treasury Direct accrual item, a U. S. bankruptcy proceeding remedy in accord with congressional mandate from the Secretary of Transportation 31 USC § 9303; 31 U.S.C § 5312 (2)(C); 18 USC §8; 8 STAT §80; Public Law 73-10, Chapter 48 STAT §112 and §113; Public Law 73-1, Title IV, Section 401; and Federal Reserve Act §16 and §18. This security instrument is endorsed and assigned on back when signed by DEBTOR/ BORROWER and is made to the account and obligations of the United States 50 USC §4305 (B)(2); 40 STAT. 411 §7 (c); 12 CFR 201.108 to be disbursed to Bank, Investor, TRUST, Head of Collections Department, Owner or Holder in due course of Claimed DEBT account for closure.

When communicated to the U.S Treasury Alien Property Custodian, the claimed debt; hereunder; shall to the extent thereof be a full acquittance and discharge of the claimed debt for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith as this is a good faith Security Instrument:

ACT OCT. 6, 1917, CH. 106, 40 STAT. 411, §7(c) "No person shall be held liable in any court for or in respect to anything done or omitted in pursuance of any order, rule, or regulation made by the President under the authority of this Act [sections 1 to 6, 7 to 39, and 41 to 44 of this Appendix]. Any payment, conveyance, transfer, assignment, or delivery of money or property made to the alien property custodian hereunder shall be a full acquittance and discharge for all purposes of the obligation of the person making the same to the extent of same. The alien property custodian and such other persons as the President may appoint shall have power to execute, acknowledge, and deliver any such instrument or instruments as may be necessary or proper to evidence upon the record or otherwise such acquittance and discharge, and shall, in case of payment to the alien property custodian of any debt or obligation owed to an enemy or ally of enemy, deliver up any notes, bonds, or other evidences of indebtedness or obligation, or any security therefor in which such enemy or ally of enemy had any right or interest that may have come into the possession of the alien property custodian, with like effect as if he or they, respectively, were duly appointed by the enemy or ally of enemy, creditor, or obligee. The President shall issue to every person so appointed a certificate of the appointment and authority of such person, and such certificate shall be received in evidence in all courts within the United States. Whenever any such certificate of authority shall be offered to any registrar, clerk, or other recording officer, Federal or otherwise, within the United States, such officer shall record the same in like manner as a power of attorney, and such record or a duly certified copy thereof shall be received in evidence in all courts of the United States or other courts within the United States."

50 USC §4305 (B) (2) Any payment, conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of the United States, or as otherwise directed, pursuant to this subdivision or any rule, regulation, instruction, or direction issued hereunder shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation of the person making the same; and no person shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the administration of, or in pursuance of and in reliance on, this subdivision, or any rule, regulation, instruction, or direction issued hereunder.

Please be advised a tax credit for the full amount may be used as an option of debt or assessed tax payoff, settlement, set off, discharge, and/or account closure.

TENDER FOR ALL DEBTS,
PUBLIC AND PRIVATE

CERTIFIED

NOTE DRAFT BANK INSTRUMENT No.: 000011714

This is a Time Draft order to pay bank instrument. Please credit Time Draft to accounts receivable. I request a cash receipt.

Financial Draft Bank Instrument Issued from:

CITY OF OAKLAND

State: of California AM/USA

DATE: 24 November 2022

SEC STATE Domestic Public Registered Security NOTE; Bank Verified; Registered Security No. 202294902660

AMOUNT: \$71,000.00

AMOUNT: SEVENTY ONE THOUSAND UNITED STATES

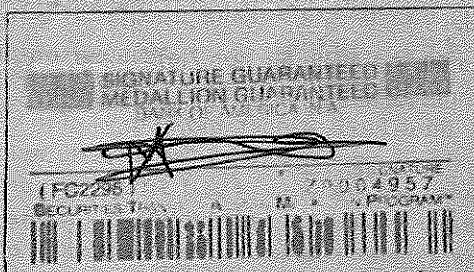
CURRENCY AND NO CENTS

\$

Pay to the Order Of Citibank, N.A., OR CENLAR FSB, Representative Agent, Assigns, and Holder of Original Debt Contract Security with zero interest for full face amount specified. Processing of which will discharge the entire current amount herein acceptance for value the Equilivant to Money and Representing Money. To be paid at Federal Window (Regulation Z) within 15 days of acceptance by authority of Public Resolution HJR 192, now Public Law 73-10, UCC 3-104(e), and 1059 S. Ct. 847 (FN3) for property located at 2316 LAKESHORE AVENUE, UNIT 16, OAKLAND, CA 94606 with Debt Account Number: 106091318334000, 113042500045000, 9222173156, and 4774041794, for extinguishment, discharge, and recoupment to balance both Accounting Book Ledgers upon acceptance Receiver Agent of this draft bank instrument has 4 days to Dishonor in Writing & Return original to Maker with Certified Notice of rejection / dishonor or the Acceptor Agent deems this Draft is used as Money and full payoff of claimed debt.

TERMS AND CONDITIONS: This binding licensed processed Negotiable S.E.C State Registered New Credit Agreement Payoff Security Note Time Draft bank instrument must be accepted and approved as U.S. Currency by Trust Owner or authorized agent as of Mortgage HELOC as Tender in Payment representative of money and equal to money. Claimed debt shall be discharged, extinguished, collected and paid from the Account and Security Obligations of the United States 18 U.S.C 58, Public Resolution HJR 192, now Public Law 73-10, and 1059 S. Ct. 847 (FN3), with full discharge and recoupment and Lender or Owner shall balance both accounting Book ledgers to zero and discharge/release/satisfy debt. This Security NOTE DRAFT bank instrument provides that it "shall be governed by, and construed in accordance with, the trusts and laws of the State of New York, United States of America." Highland Capital Mgmt. LP v. Schneider, 607 F.3d 322, 327 (2d Cir. 2010). This is an intention to extinguish first claimed debt NOTE and Debt Recorded Security. Payee shall immediately provide account closure, balance of books ledgers to zero amount with full recoupment with this renegotiation of original debt personal Debt Security. Presentment of this Draft shall be extinguishment, full set off, discharge, release, recoupment, and account closure of claimed debt or tax assessment. This Security NOTE Draft is not a documentary draft and shall extinguish, nullify and void original County recorded security, unregistered Promissory NOTE, or credit application issued to original lender, assignee, servicer, or authorized agent for Investor Trust owner upon any communication of this intending to pay with NOTE DRAFT. Failure to follow these terms and conditions, Lender, assignees, servicer, investor Trust Owner, holder of original, or IRS has accepted this Security NOTE Time Draft bank instrument as binding tender in payment of said debt. Lender Debit and Credit accounting bookkeeping book ledgers shall be balanced under GAAP and FASB for recoupment. Claimed Debt amount is to be collected from the Account and Security Obligation of the United States via Federal Window REG Z, Department of the Treasury within 15 days. All offers are accepted pursuant to 40 Stat 411, §7(e), 12 CFR 201.108, §229.2, and §210.2, 31 USC §9303, §5312(2)(C), §3302, §3123, UCC 3-3402, §603, §604, §411, 12 USC 1813, Tacit Procuration, FRCP Rule 8, U.C.C., Banking Business Codes/Laws, 8 STAT §80, Highland Capital Mgmt. v. Schneider. Authorized Agent or Owner accepted and kept this NOTE Draft bank instrument as an asset for the owner. Maker hereby presents this NOTE Time Draft bank instrument to take the place of original debt and be used as extinguishment, full payment, set off, discharge, and recoupment of debt and/or assessed tax. WHEREAS such non-return, return after 4 days, monetization, securitization, deposit, owner authorized agent/employee acceptance with or without signature, physical presentment, communication, insurance payout, U.S. Mail Service, Treasury Credit, IRS Credit, Credit of Account Payment, trade, sale, hold, destroy, lost, or assigned shall immediately bind all courts to extinguish, cancel, and discharge original recorded debt lien and NOTE. Both Original debt lien contract security plus NOTE shall be cancelled, recorded, and returned to THEYA KANAGARATNAM upon written request.

Bank Medallion Verified Negotiable Security
TRANSFERABLE and ISSUED
U.C.C. Registered Negotiable
NOTE DRAFT Order TO Pay
Bank Instrument in
Banking Business



- THIS SECURITY HAS BEEN
VERIFIED BY THE BANK -

THEYA KANAGARATNAM
Without Recourse: Without Prejudice



CALIFORNIA NOTARIAL CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State: of state: of California

County of Alameda County

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____ by THEYA KANAGARATNAM, who proved to me on satisfactory evidence whose name is subscribed above on this State UCC registered Payoff Security NOTE Draft that he/she executed the same, and with authorized by the owner Bank Agent's acceptance for payment capacity with or without signature below, and that by the verifying autograph has officially acted and executed the same. Further, I hereby certify that on this day, before me, an authorized officer in the state for as owner Agent aforesaid and in the county aforesaid for acknowledgements personally appeared Acting Authorized Agent for unperfected owner funding Investor Trust or Original Lender, Citibank, N.A., Debtor, who by means of State issued I.D. or Corporate Agent I.D. who executed the foregoing instrument and acknowledged before me below that he/she executed the same.

Authorized Notary acceptance Verifying Signature SEATTACHED Notary Name: _____

Received/Approved for _____

By _____

Date / / 2022 Position _____

When Recorded Return To:
Trustee Services, Inc.
2316 LAKESHORE AVENUE, UNIT 16
OAKLAND, CA 94606

CERTIFIED

SATISFACTION OF Mortgage HELOC

Account #: 106091318334000,
113042500045000, 9222173156, and 4774041794

THIS IS TO CERTIFY, that the indebtedness, terms, and conditions of said Mortgage Security listed and described below has been paid as agreed with an accepted and registered Security NOTE tender in payment and by this instrument the undersigned Citibank, N.A. hereby acknowledges the cancellation, release, discharge, account closure, and reconupment of said Mortgage NOTE Security and County recorded Mortgage Debt Lien Contract Security Property.

ORIGINAL LENDER: Citibank, N.A.

BORROWER: THEYA KANAGARATNAM

Original Loan Amount: \$100,000.00
Recorded date 10/10/2006
Recorded Instrument #: 2006381619
Book 110
Page 5



Filed for record in Alameda County, state: of California.

PROPERTY ADDRESS: 2316 LAKESHORE AVENUE, UNIT 16, OAKLAND, CA 94606.

NOW THEREFORE, the recorder or clerk of said county is hereby instructed to record this instrument and to cancel, release, satisfy, and discharge the Mortgage HELOC in accordance with the regulations of said state and county.

Dated: 24 November 2022.

Bank Authorized Agent Received and Accepted on Behalf of Original Lender Citibank, N.A.

Bank Authorized Agent Signature _____, Bank Authorized Agent Printed Name _____

Witness Signature: _____, Witness Printed Name: _____

Theya Kanagaratnam
THEYA KANAGARATNAM

CALIFORNIA NOTARIAL CERTIFICATE (JURAT)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

state: of California
Alameda County

I hereby certify that on this day, before me, an officer duly authorized in the state of foresaid and in the county of foresaid to take acknowledgements personally appeared THEYA KANAGARATNAM known to me to be the person described in who identified him/herself to be the person described by means of Identification, State issued I.D., and who executed the foregoing instrument and acknowledged before me that THEYA KANAGARATNAM executed the same for the purpose expressed.

Further, I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements personally appeared Authorized Agent for Citibank, N.A. who is known to me or who produced identification to be the person described by means of a State issued or Corporate I.D., and who executed the foregoing instrument and acknowledged before me that Citibank, N.A. Authorized Agent executed the same for the purpose expressed.

Witness my hand and official seal in the county and state aforesaid this 29th day of December, 2022.

Notary Signature: *[Signature]* (Notary Seal)

MY COMMISSION EXPIRES: 05/06/2026



**AFFIDAVIT OF TRUTH OF
CREDIT AGREEMENT PAYOFF SECURITY INSTRUMENT
PRESENTMENT / COMMUNICATION**

December 29, 2022

The undersigned Affiant, Alphonso Jackson, hereinafter "Affiant", does solemnly swear, affirm, declare, and state as follows:

For the Record

1. Affiant is competent to state the matters set forth herein.
2. Affiant has knowledge of the facts stated herein.
3. All the facts herein are true, correct, and complete, admissible as evidence and if called upon as a witness, Affiant will testify to their veracity.

Plain Statement of Facts

On December 29, 2022 at 12:38 PM Theya Kanagaratnam presented the State Registered New Credit Agreement Debt Lien Payoff Contract Security, NOTE Draft bank business instrument No. 000011714 used as Legal Tender in PAYMENT BANK ACCEPTED Payoff of the Claimed Debt, and WITHOUT PREJUDICE, Debt Lien Payoff release and Satisfaction of Claimed debt that are Legal Documents as stated on these two (2) legal documents to CENLAR by way of USPS Certified Mail to 425 Phillips Blvd., Ewing, NJ 08618.

The Payoff Package Presented and communicated to CENLAR by way of USPS certified mail included the following documents:

1. Credit Agreement Debt Lien Payoff Security NOTE Draft Bank Business Instrument No. 000011714.
2. NOTE Draft Processing Memorandum.
3. Debt Lien Release and Satisfaction Document.
4. UCC1 Security Registration of payoff Security.
5. UCC3 Assignment to United States Treasury Property Custodian

IN WITNESS WHEREOF I hereunto set my hand and seal on this 29 day of Dec 20-22 and hereby certify all the statements made above are true, correct, and complete under the penalty of perjury in the laws of the United States of America.

By:  WITHOUT RECOURSE communicated by Alphonso Jackson

Failure to respond or rebut within FOUR (4) working days after receipt of the Registered New Credit Agreement Debt Lien Payoff Security shall convey CENLAR's assent and agreement unto all the facts stated herein.

IN WITNESS WHEREOF I hereunto set my hand and seal on this 29th day of December 20 22 and hereby certify all the statements made above are true, correct, and complete under the penalty of perjury in the laws of the United States of America.

By: Theya Ky WITHOUT RECOURSE communicated by Theya Kanagaratnam.

JURAT & OATH

state: of California
Alameda County

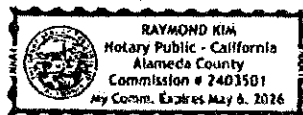
Sworn to (or affirmed) and subscribed before me on this 29th day of December, 20 22 by Theya Kanagaratnam who proved to me on the basis of satisfactory evidence to be one of the people who appeared before me and executed the forgoing instrument for the purpose stated therein and acknowledged that said execution was by his/her free act and deed.



Notary Public's Signature

May 6th, 2026

Commission Expiration Date



UCC-1 Form

FILER INFORMATION

Full name: THEYA KANAGARATNAM

Email Contact at Filer: THEYAK101@YAHOO.COM

SEND ACKNOWLEDGEMENT TO

Contact name:

Mailing Address: 2316 LAKESHORE AVENUE, UNIT #16

City, State Zip Country: OAKLAND, CA 94606 USA

DEBTOR INFORMATION

Org. Name: THEYA KANAGARATNAM, ESTATE

Mailing Address: 2930 DOMINGO AVENUE #1025

City, State Zip Country: BERKELEY, CA 94705 USA

SECURED PARTY INFORMATION

Last Name (i.e. Family Name or Surname): KANAGARATNAM First Name: THEYA

Mailing Address: 2316 LAKESHORE AVENUE, #16

City, State Zip Country: OAKLAND, CA 94606 USA

TRANSACTION TYPE: TRANSMITTING UTILITY

ALTERNATIVE DESIGNATION: BAILEE-BAILOR

COLLATERAL IS HELD IN A TRUST

CUSTOMER REFERENCE: MORTGAGE NOTE AND MORTGAGE DEBT LIEN CONTRACT PROPERTY SATISFACTION/RELEASE

COLLATERAL

DEBTOR OF RECORD, THEYA KANAGARATNAM, is now REGISTERING INTO THE COMMERCIAL DOMESTIC PUBLIC FOR THE FOR PAYOFF, DISCHARGE, EXTINGUISHMENT OF CURRENT AMOUNT OF CLAIMED DEBT, RECQUPMENT, AND SETTING UP MY PERSONAL DIRECT TREASURY TRUST (UCC CONTRACT) ACCOUNT AT THE DEPARTMENT OF THE TREASURY UNDER REGULATION J, FEDERAL RESERVE, REG. Z—TRUTH IN LENDING, 12 USC 226 1 ET SEQ AS A NATIONAL UCC1 ACCOUNT REGISTERED PRIVATE BANKER WITH PRIVATE BANKER # [REDACTED] PURSUANT TO 31 USC §5312(2)(C); A NEW CREDIT AGREEMENT DEBT LIEN PAYOFF CONTRACT SECURITY NOTE DRAFT BANK INSTRUMENT SERIAL NUMBER [REDACTED] WITH \$71,000.00; AND A BILL OF EXCHANGE BANK INSTRUMENT TO BE PAID TO CENLAR FSB, CITIBANK N.A, OR VERDUGO TRUSTEE SERVICE CORPORATION, OWNER WITH THE INTENTION TO EXTINGUISH FIRST CLAIMED DEBT NOTE, DEBT RECORDED SECURITY, STATE OR IRS CLAIMED TAXES, AND/OR CREDIT APPLICATIONS AND ALLEGED LOANS OR DEBTS. THE REGISTERED BILL OF EXCHANGE—(BA-TIME DRAFT) BANK INSTRUMENT AND NEW CREDIT AGREEMENT DEBT LIEN PAYOFF CONTRACT SECURITY NOTE DRAFT BANK INSTRUMENT NOW HOLDS A DEPARTMENT OF THE TREASURY—PERSONAL DIRECT TREASURY (UCC CONTRACT) LEDGER # [REDACTED] WITH ACCOUNT # RE [REDACTED] US, THE PROCESSING OF WHICH WILL DISCHARGE AND EXTINGUISH THE ENTIRE CURRENT AMOUNT STATED ON THE CLAIM HEREIN ACCEPTED FOR CONSIDERATION VALUE. THIS NEGOTIABLE BANK INSTRUMENT IS PRESENTED UNDER AUTHORITY OF PUBLIC LAW 73-10, CHAPTER 48 SECTIONS 112, 113, UCC3-104(c), TITLE 3 U.S.C. §604, 18 USC §8, SPENCER V STERLING BANK, 63 CAL AP. 4TH 1055 (1998), GUARANTY TRUST CO. OF NEW YORK V HENWOOD ET AL, 59 S.Ct.847, PHYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL (2011), WELLS FARGO V CARIOLIANO (2010), HIGHLAND CAPITAL MGMT. V. SCHNEIDER; IS TO BE PAID AS AN ACCOUNT AND SECURITY OBLIGATION OF THE UNITED STATES, UNICRAL CONVENTION ON BILLS OF EXCHANGE AND PROMISSORY NOTES, AND WITKIN NEGOTIABLE INSTRUMENTS, VOL 3 (2001 SUPPLEMENT) ON THIS FILED UCC CONTRACT TRUST ACCOUNT. THIS IS NOT A TREASURY/BOND ACCOUNT. CENLAR FSB OR CITIBANK N.A, OR VERDUGO TRUSTEE SERVICE CORPORATION HAS NEVER FILED A UCC1 TO ACCEPT OR VERIFY ANY DEBT. I AM THE SECURED PARTY, BENEFICIARY, TRANSMITTING UTILITY, BAILEE/BAILOR, CREATOR, CREDITOR, AND PRINCIPAL OF CLAIMED DEBT PURSUANT TO LAW, POLICY, AND LEGAL DEFINITIONS. ALL OFFERS ARE ACCEPTED FOR HONOR PURSUANT TO 40 STAT §411, SECTION 7 (e), 50 USC §4305(b)(2), FEDERAL RESERVE ACT §§16 AND 18, "TITLE 12 USC §24, SEVENTH BANKING BUSINESS LAWS."

UCC-3 Form - AMENDMENT

AMENDMENT ACTION - COLLATERAL ASSIGN

Original File Number: 202294902660

FILER INFORMATION

Full name: **THEYA KANAGARATNAM**

Email Contact at Filer: **THEYAK101@YAHOO.COM**

SEND ACKNOWLEDGEMENT TO

Contact name:

Mailing Address: **2316 LAKESHORE AVENUE, UNIT 16**

City, State Zip Country: **OAKLAND, CA 94606 USA**

NAME OF THE SECURED PARTY OF RECORD AUTHORIZING THE AMENDMENT:

CUSTOMER REFERENCE: MORTGAGE NOTE AND MORTGAGE DEBT LIEN CONTRACT PROPERTY SATISFACTION/RELEASE

COLLATERAL

DEBTOR OF RECORD, THEYA KANAGARATNAM, HEREIN ENTERS INTO THE COMMERCIAL REGISTRY DOMESTIC PUBLIC RECORDS PER SEC RULES THE FOLLOWING: REGISTERED PRIVATE BANKER WITH PRIVATE BANKER # A00001714 PURSUANT TO 31 USC §5312(2)(C); A NEW CREDIT AGREEMENT DEBT LIEN PAYOFF CONTRACT SECURITY NOTE DRAFT BANK BUSINESS INSTRUMENT SERIAL NUMBER 000011714 WITH \$71,000.00; AND BILL OF EXCHANGE BANK INSTRUMENT TO BE PAID TO CENLAR FSB, CITIBANK, N.A, OR VERDUGO TRUSTEE SERVICE CORPORATION, OWNER WITH THE INTENTION TO EXTINGUISH FIRST CLAIMED DEBT NOTE, DEBT RECORDED SECURITY, STATE OR IRS CLAIMED TAXES, AND/OR CREDIT APPLICATION IN THE BANKING BUSINESS 1) ITEMS OF CONTRACT PROPERTY: ASSIGNED; ACCEPTED FOR CONSIDERATION VALUE; EXEMPTED FROM LEVY; 2) NEGOTIABLE FINANCIAL SECURITY NOTE PROPERTY, SERIAL # 000011714 FACE VALUE \$ 71,000.00 DATED 24 NOVEMBER 2022. PAYEE, CENLAR FSB, CITIBANK, N.A, OR VERDUGO TRUSTEE SERVICE CORPORATION; MAKER THEYA KANAGARATNAM, DRAWEE CENLAR FSB, CITIBANK, N.A, OR VERDUGO TRUSTEE SERVICE CORPORATION. U.S. TREASURY ACCOUNT 218193695 IS DISBURSEMENT OF REDEMPTION FUNDS ASSETS TRANSFER INTO PAYEE BANK DEBT ACCOUNT NUMBER 106091318334000, 113042500045000, 9222173156, AND 4774041794 TO BE PAID BY THE ACCOUNT AND SECURITY OBLIGATION OF THE UNITED STATES VIA 18 USC §8 TO BE DISBURSED AS CASH OR CREDIT TO THE BANK AS PROPERTY OF ONE OF THE AMERICAN "PEOPLE OF THE UNITED STATES" PER HJR 192 (PUBLIC LAW 73-10, CHAPTER 48 §112 AND §113) DEBT OR ASSESSED TAX ACCOUNT BEING PAID, SET OFF, SETTLED, CANCELLED, WITH RECOUPMENT WITH CLOSURE OF CLAIMED DEBT OR ASSESSED TAX ACCOUNT NUMBERS 106091318334000, 113042500045000, 9222173156, AND 4774041794, THROUGH THE UNITED STATES TREASURY ALIEN PROPERTY CUSTODIAN FOR DISCHARGE, PAYMENT, OR CREDIT AS A SECURITY OBLIGATION AND ACCOUNT OF THE UNITED STATES WITHOUT USING A CHECK CLEARINGHOUSE. MAKER IS A TRANSMITTING UTILITY, BAILEE/BAILOR, THIRD PARTY OF INTEREST, SECURED PARTY, CREDITOR, PRINCIPAL, AND BENEFICIARY PURSUANT TO LAW, POLICY, AND LEGAL DEFINITIONS. ALL OFFERS ARE ACCEPTED FOR HONOR PURSUANT TO 40 STAT §411, SECTION 7(E) AND 50 USC §4305(B)(2).

Tracking Number:

Remove X

EI511442586US

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Scheduled Delivery by

FRIDAY

30 December 2022 ⓘ by **6:00pm** ⓘ

Your item was delivered to an individual at the address at 2:00 pm on January 9, 2023 in TRENTON, NJ 08618 to CENLAR. The item was signed for by K W.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

TRENTON, NJ 08618

January 9, 2023, 2:00 pm

[See All Tracking History](#)

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

[See More](#) ▼

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Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Theya Kanagaratnam 510-356-5776				
B. E-MAIL CONTACT AT FILER (optional) theyak101@yahoo.com				
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 10px; margin: 5px 0;">Theya Kanagaratnam 2316 Lakeshore Avenue, Unit #16 Oakland, CA 94606</div>				
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY				
1a. INITIAL FINANCING STATEMENT FILE NUMBER 202294902660			1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement				
3. <input type="checkbox"/> ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8				
4. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law				
5. <input type="checkbox"/> PARTY INFORMATION CHANGE: Check <u>one</u> of these two boxes: AND Check <u>one</u> of these three boxes to: This Change affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, and item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b				
6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)				
<div style="border: 1px solid black; padding: 2px;">6a. ORGANIZATION'S NAME</div>				
<div style="border: 1px solid black; padding: 2px;">OR 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX</div>				
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)				
<div style="border: 1px solid black; padding: 2px;">7a. ORGANIZATION'S NAME</div>				
<div style="border: 1px solid black; padding: 2px;">OR 7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX</div>				
<div style="border: 1px solid black; padding: 2px;">7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY</div>				
8. <input checked="" type="checkbox"/> COLLATERAL CHANGE: Also check <u>one</u> of these four boxes: <input checked="" type="checkbox"/> ADD collateral <input type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN collateral Indicate collateral: Addendum includes the following attached documents for debt payoff and recoupment purposes: 1. NEW CREDIT AGREEMENT DEBT PAYOFF CONTRACT SECURITY 2. SATISFACTION OF MORTGAGE / DEBT LIEN 3. PRIVATE BANKER CERTIFICATE 4. WITNESS AFFIDAVIT 5. PROCESS SERVER/MAILER AFFIDAVIT				
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor				
<div style="border: 1px solid black; padding: 2px;">9a. ORGANIZATION'S NAME THEYA KANAGARATNAM, ESTATE</div>				
<div style="border: 1px solid black; padding: 2px;">OR 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX</div>				

10. OPTIONAL FILER REFERENCE DATA:

Notarized Documents for Mortgage NOTE & Satisfaction of Mortgage Lien Release & Recoupment

Case: 24-40209 Doc# 42 Filed: 11/15/24 Entered: 11/15/24 12:09:54 Page 45 of

Instructions for UCC Financing Statement Amendment (Form UCC3)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions, especially Instruction 1a; correct file number of initial financing statement is crucial.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.

C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

Always complete items 1a and 9.

1a. **File Number.** Enter file number of initial financing statement to which this Amendment relates. Enter only one file number. In some states, the file number is not unique; in those states, also enter in item 1a, after the file number, the date that the initial financing statement was filed.

1b. If this Amendment is to be filed in the real estate records or in any other filing office where the name of current Debtor is required for indexing purposes, check the box in item 1b and enter Debtor name in item 13 of Amendment Addendum (Form UCC3Ad). Complete item 13 in accordance with Instructions on Amendment Addendum (Form UCC3Ad). If Debtor does not have an interest of record, enter the name and address of the record owner in item 16 of Amendment Addendum (Form UCC3Ad).

Note: Show purpose of this Amendment by checking box 2, 3, 4, 5, or 8 (in items 5 and 8 you must check additional boxes); also complete items 6, 7, and/or 8 as appropriate. Some, but not all filing offices accept multiple actions on an Amendment. Filing offices that accept multiple actions may charge an additional fee. Some filing offices that accept multiple actions may only index one of the actions requested. Consult the administrative rules of the designated filing office to determine the extent to which multiple actions will be accepted, indexed, and the applicable filing fees for multiple actions.

2. **Termination.** To terminate the effectiveness of the identified financing statement with respect to the security interest(s) of authorizing Secured Party, check box in item 2. See Instruction 9 below.

3. **Assignment.** To assign (1) some or all of Assignor's right to amend the identified financing statement, or (2) the Assignor's right to amend the identified financing statement with respect to some (but not all) of the collateral covered by the identified financing statement: Check box in item 3 and enter name of Assignee in item 7a or 7b; always enter the Assignee's mailing address in item 7c. Also enter name of Assignor in item 9. If assignment affects the right to amend the financing statement with respect to some (but not all) of the collateral covered by the identified financing statement, check the ASSIGN collateral box and indicate the particular collateral covered in item 8.

4. **Continuation.** To continue the effectiveness of the identified financing statement with respect to the security interest(s) of authorizing Secured Party, check box in item 4. See Instruction 9 below.

5-7. **Party Information Change.** To indicate a party information change, check this box; also check additional boxes (as applicable) and complete items 5, 6, and/or 7 as appropriate.

To change the name and/or address of a party (items 5, 6, and 7): Check box in item 5 to indicate whether this Amendment relates to a Debtor or Secured Party of record; and check the CHANGE name and/or mailing address box in item 5 and enter name of affected party (current record name) in item 6a or 6b; and repeat or enter the new name in item 7a or 7b; always enter the party's mailing address in item 7c.

To add a party (items 5 and 7): Check box in item 5 to indicate whether this Amendment relates to a Debtor or Secured Party of record; and check the ADD name box in item 5 and enter the added party's name in item 7a or 7b; always enter the party's mailing address in item 7c. For additional Debtors or Secured Parties, attach Amendment Additional Party (Form UCC3AP), using correct name format.

To delete a party (items 5 and 6): Check box in item 5 to indicate whether this Amendment relates to a Debtor or Secured Party of record; and check the DELETE name box in item 5 and enter the deleted party's name in item 6a or 6b.

8. **Collateral Change.** To indicate a collateral change, check this box; also check additional box (as applicable) and describe the change in item 8. If space in item 8 is insufficient, continue collateral description in item 14 of Amendment Addendum (Form UCC3Ad). Do not include social security numbers or other personally identifiable information.

To add collateral: Check the ADD collateral box in item 8 and indicate the additional collateral.

To delete collateral: Check the DELETE collateral box in item 8 and indicate the deleted collateral. A partial release is a DELETE collateral change.

To restate covered collateral description: Check the RESTATE covered collateral box in item 8 and indicate the restated collateral.

To assign the right to amend the financing statement with respect to part (but not all) of the collateral covered by the identified financing statement: Comply with Instruction 3 above and check the ASSIGN collateral box in item 8.

If, due to a full release of collateral, filer no longer claims a security interest under the identified financing statement, check box in item 2 (Termination) and not a box in item 8 (Collateral Change).

9. **Name of Authorizing Party.** Enter name of party of record authorizing this Amendment. In most cases, the authorizing party is the Secured Party of record. If this is an Amendment (Assignment), enter Assignor's name in item 9a or 9b. If this is an Amendment (Termination) authorized by a Debtor, check the box in item 9 and enter the name of the Debtor authorizing this Amendment in item 9a or 9b. If this Amendment (Termination) is to be filed or recorded in the real estate records, also enter, in item 12 of Amendment Addendum (Form UCC3Ad), the name of Secured Party of record. If there is more than one authorizing Secured Party or Debtor, enter additional name(s) in item 14 of Amendment Addendum (Form UCC3Ad).

10. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 10 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

THEYA KANAGARATNAM
2316 Lakeshore Avenue, #16
Oakland, CA 94606

February 17, 2023

Stephen Gozdan (CFO) / D. James Daras (CEO),
HEAD OF THE DOMESTIC/FOREIGN COLLECTIONS DEBT PAYOFF DEPARATMENT
AUTHORIZED EMPLOYEE/REPRESENTATVIC AGENT, INVESTOR TRUST, OWNER, OR
SERVICER
CENLAR FSB
425 Phillips Blvd.;
Ewing, NJ 08618

RE: LEGAL NOTICE, Not a Letter

This notice is to inform you once again, the Customer Service calls from 1-800-242-7178 still persist to this day as I continue to receive calls on a daily basis with nobody on the other side but a pre-recorded message asking me to hold until one of your agents comes online. And most often than not, the calls get disconnected. I find this action as nonstop harassment as it continues to this day even more than a month after I have tendered two forms legal payments in the amount of \$71, 000 for full settlement and even after serving you with my court filing for you to do so. Notice to Agent is Notice to Principal Owner under the Law of Agency.

To re-iterate, as you know, DEBT ACCOUNT #s: 4774041794 (CENLAR), 106091318334000, 113042500045000 and 9222173156 have been paid off with your agent accepted Bill of Exchange on December 21, 2022 and a second Payment of New Credit Agreement on January 9, 2023 in the amount of \$71,000.00, the equivalent to money and representative of money under your Banking Business Instruments law.

I have paid as a set off, discharge, and extinguishment with full settlement and to balance your two accounting books account ledgers to a zero balance for your claimed debt account numbers, Original Mortgage NOTE and Mortgage Security Payoff with Account Closure and Recoupment., under the Terms and Conditions of the New Credit Agreement Security NOTE Bank Draft and Bill of Exchange Instruments as accepted by your Authorized Agent for this debt Discharge per UCC 3-604, 3-501, and 3-603 and for debt release and satisfaction of this claimed debt.

This final payoff voided and nullified your claimed debt when a new bilateral contract counter-claim NOTE was accepted by your legal representative Agent under U.C.C law, Bank Association Contract Banking Business Law that is legal and binding as a discharge of said debt under authority of Public Law 73-10, UCC3-104(c), Banking Business Law, Spencer v Serling Bank, 63 Cal Ap. 4th 1055(1998), Guaranty Trust Co. of New York v Henwood et al, 59 S.Ct.847, Bank One v. Robert Ward, (Sara Sue Fugate) et al, Florida Case # 2001 31518 CICI, 8

January 2003. PHYLLIS HORACE VS. LASALLE BANK NATIONAL ASSOCIATION, ET AL (2011), MINNESOTA LAW REVIEW, Journal of the State Bar Association, VOLUME XIV, MARCH, 1930, No. 4, THE PROMISSORY NOTE AS A SUBSTITUTE FOR MONEY By J.S. WATERMAN, Wells Fargo v Carigliano (2010), and Witkin Negotiable Instruments, Vol3 (2001 Supplement) on the undersigned UCC Contract Trust Account, and BLACKS Law Dictionary that all courts must abide by.

Furthermore, once again, I stress, as far as I know nor can remember, there is no legal and binding bilateral contract signed by me and you in wet ink, that is between you and myself, establishing any debt or loan with you or your corporate company. I must point out this violates simple contract law. In order for a contract to be valid, there needs to be an offeror and offeree, both signatures need to be on the contract; lack thereof makes it a null and void contract.

Your continued failure to take right action and your Customer Service Department's non-stop calling from Phone # : 1-800-242-7178 on a daily basis even after I tendered two forms of legal payments to cover the total pay off amount and any additional fees have yet again now forced me to send this notice to you even after you have been served the court papers I have filed in Alameda County, California seeking proper remedy.

For details of the full remedy I seek, please refer to the court papers that have been served to you.

ANY Further ATTEMPT to harass me through nonstop phone calls from your 1-800-242-7178 Customer Service OR duress insistently forced upon me, in any way will open offending party(s) up to a \$10,000.00 per hour if I am forced to attend after today, and any other legal action appropriate will be commenced.

Sincerely,



Without Recourse, Theya Kanagaratnam, Executor, Administrator, Beneficiary, and Principal of the THEYA KANAGARATNAM ESTATE/TRUST, GOVERNMENT created LEGAL FICTION COMMERCIAL ENTITY. All offers are accepted for honor pursuant to 40 Stat 411, Section 7(c); 50 USC 4305(b)(2).

EXHIBIT D

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

Theya Kanagaratnam (Trustee)

WHEN RECORDED MAIL TO:

NAME: Theya Kanagaratnam FGT

ADDRESS: c/o 2316 Lakeshore Avenue, Unit 16

CITY/STATE/ZIP: Oakland, California 94606-1055

2024118890

09/27/2024 02:41 PM

5 PGS



OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$101.00



AU3
5 Out
BL

THIS SPACE FOR RECORDER'S USE ONLY

DOCUMENT TITLE

GRANT DEED

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (Govt. Code 27361.6)
(additional recording fee applies)

Recording requested by (name):

Theya Kanagaratnam (Trustee)

When recorded mail to
and mail tax statements to:

Theya Kanagaratnam FGT

c/o 2316 Lakeshore Avenue, Unit 16

Oakland, California 94606-1055

Recorder's Use Only

GRANT DEED

Documentary Transfer Tax: \$ _____	
City Transfer Tax: \$ _____	
<input type="checkbox"/> Computed on full value of property conveyed	
<input type="checkbox"/> Computed on full value less liens and encumbrances assumed	
City of <u>Oakland</u>	<input type="checkbox"/> Unincorporated
If exempt, enter R&T code: <u>11930</u>	
Explanation: <u>Transferred to Trust</u>	
_____ Signature of Declarant or Agent determining tax	

Declaration of Exemption From Gov't Code § 27388.1 Fee

- ☐ Transfer is exempt from fee per GC § 27388.1(a)(2):
- ☐ recorded concurrently "in connection with" transfer subject to Documentary Transfer Tax
- ☐ recorded concurrently "in connection with" a transfer of residential dwelling to an owner-occupier
- ☐ Transfer is exempt from fee per GC 27388.1(a)(1):
- ☐ Fee cap of \$225.00 reached ☐ Not related to real property

Assessor's Parcel No. (APN):

023-0415-036

For a valuable consideration, receipt of which is hereby acknowledged,

GRANTOR(S) THEYA KANAGARATNAM, A SINGLE WOMAN AS HER SOLE PROPERTY

(owners who are signing deed)

who hold(s) title as _____

(current owner(s) form of title)

hereby grant(s) to GRANTEE(S) THEYA KANAGARATNAM FGT

(new owners, including current owners if staying on title)

Trust

(new owners, continued)

as THEYA KANAGARATNAM TTEE

(new owner(s) form of title)

the following real property in the City of Oakland

County of Alameda, California (insert legal description):

ATTACHMENT A - LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY
REFERENCE PLEASE SEE ATTACHED ACKNOWLEDGEMENT OF

SPECIAL GRANT DEED

Date: 09/27/2024

theya: Kanagaratnam
(Signature of declarant)

THEYA KANAGARATNAM
(Print name)

Date: _____

(Signature of declarant)

(Print name)

ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

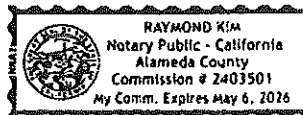
State of California)
County of Alameda)

On September 27th, 2024 before me, Raymond Kim, Notary Public
(insert name and title of the officer)

personally appeared Theya Kanagaratnam
who proved to me on the basis of satisfactory evidence to be, the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



(Seal)

Signature [Signature]

Attachment A

APN: 023-0415-036

Property Description:

Land Situated in the City of Oakland in the County of Alameda in the State of CA

PARCEL ONE:

AN UNDIVIDED 4.2% INTEREST AS TENANT IN COMMON IN AND TO TRACT 4135, FILED APRIL 2, 1979, IN BOOK 110, PAGE 5, OF MAPS, ALAMEDA COUNTY RECORDS.

EXCEPTING THEREFROM, UNIT 1 TO 16, BUILDING 2316 AND UNITS 1 TO 6, BUILDING 2324, AS SHOWN ON THE CONDOMINIUM PLAN ATTACHED AS EXHIBIT D TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS TO TRACT MAP 4135, REFERRED TO IN PARCEL ONE, A CONDOMINIUM PROJECT, RECORDED APRIL 4, 1979, SERIES NC. 79-062227, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, EASEMENTS FOR PARKING AREAS AND STORAGE AREAS AS SHOWN ON THE CONDOMINIUM PLAN REFERRED TO IN PARCEL ONE.

PARCEL TWO:

UNIT 16, BUILDING 2316, AS SHOWN ON SAID CONDOMINIUM PLAN.

PARCEL THREE:

AN EXCLUSIVE EASEMENT TO USE PARKING AREA NO. P-6, BUILDING 2316, AS SHOWN ON SAID CONDOMINIUM PLAN.

PARCEL FOUR:

AN EXCLUSIVE EASEMENT TO USE STORAGE SPACE NO. S-16, BUILDING 2316, AS SHOWN ON SAID CONDOMINIUM PLAN.

Commonly known as: 2316 Lakeshore Ave Apt 16, Oakland, CA 94606

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ACKNOWLEDGEMENT OF SPECIAL GRANT DEED

I, Theya Kanagaratnam, TRUSTEE of the THEYA KANAGARATNAM FGT (FOREIGN GRANTOR TRUST with indefeasible title to my land and lawful owner of the landed estate known as THEYA KANAGARATNAM TTEE and it's real property and interest, under the seal THEYA KANAGARATNAM FGT is recorded as the grantee on the Special Grant Deed for the real estate described on the attached certified copy of said deed.

It is my freewill act and deed, to execute this acknowledgement of my acceptance of the Special Grant Deed and lawful ownership of the property under the terms of the deed. I ask that the record on file in the office of register of deeds be updated to show my acceptance of the deed, as lawful owner of the real estate described therein with all rights reserved.

All of my other real property and interest attached to this real estate is to be immediately returned to me.

Done under my hand and seal of my freewill act and deed.



Theya Kanagaratnam TTEE
Theya Kanagaratnam - TRUSTEE
"Without Recourse"

This is to certify that this is a
true copy of the document
on file in this office.

ATTEST: SEP 27 2024

Melissa Wilk
COUNTY RECORDER
ALAMEDA COUNTY, CALIFORNIA

EXHIBIT E

SF 30 Question #8 Contractor Details:

US BANK

c/o John Stern, CFO

800 Nicollet Mall

Minneapolis, MN 55402-7014

SELENE FINANCE

c/o Robert Lay, CFO

3501 Olympus Blvd., Suite 500

Dallas, TX 75019

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE 2005026956	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NUMBER 101		3. EFFECTIVE DATE 11/12/2024	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY Theya; Kanagaratnam - Individual Banker c/o 2316 Lakeshore Avenue, Unit 16 Oakland, California Republic [94606-1055]		CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NUMBER
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
			<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER 2005026956-101
CODE				10B. DATED (SEE ITEM 13) 11/12/2024
FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input checked="" type="checkbox"/>	Modify contract and liquidate existing securities to settle account and deposit to issuer's EIN# 99- 4073140
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. Liquidate the Payment Bond for Performance Bond
2. Fulfill the debt of Performance to satisfy any outstanding amount owed.
3. Deposit remainder of funds to issuer's Private Banker EIN# 99-4073140 or Send cheque to Issuer.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Theya; Kanagaratnam Individual Banker		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR Theya; Kanagaratnam (Signature of person authorized to sign)	15C. DATE SIGNED 11/12/2024	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)

Prescribed by GSA FAR (48 CFR) 53.243

INSTRUCTIONS (Back Page):

Instructions for items other than those that are self-explanatory, are as follows:

- (a) Item 1 (Contract ID Code). Insert the contract type identification code that appears in the title block of the contract being modified.
- (b) Item 3 (Effective date).
- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.
- (c) Item 6 (Issued By). Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.
- (d) Item 8 (Name and Address of Contractor). For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.
- (e) Items 9. (Amendment of Solicitation Number - Dated), and 10. (Modification of Contract/Order Number - Dated). Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.
- (f) Item 12 (Accounting and Appropriation Data). When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:
- (1) Accounting classification
Net increase \$
- (2) Accounting classification
Net decrease \$
- NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".
- (g) Item 13. Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)
- (h) Item 14 (Description of Amendment/Modification).
- (1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.
- (2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:
- (i) Total contract price increased by \$
- (ii) Total contract price decreased by \$
- (iii) Total contract price unchanged.
- (3) State reason for modification.
- (4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.
- (5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --
- (i) A reference to the letter determination; and
- (ii) A statement of the net amount determined to be due in settlement of the contract.
- (6) Include subject matter or short title of solicitation/contract where feasible.
- (i) Item 16B. The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Consent Of Surety	1. Contract Number	2. Modification Number	3. Dated	OMB Control Number: 9000-0001 Expiration Date: 1/31/2027
	2005026956	01	11/12/2024	

The Surety (Co-Sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended.

4. Individual Principal	a. Name Of Principal			c. Signature	(Affix Seal)
	Theya; Kanagaratnam			<i>Theya: Kanagaratnam</i>	
	b. Business Address			d. Typed Name	
	Street Address			Theya Kanagaratnam	
	2316 Lakeshore Avenue, Unit 16			e. Typed Title	
	City			Individual Banker	
	Oakland	CA	94606	f. Date This Consent Executed	
				11/12/2024	
5. Corporate Principal	a. Name Of Principal			c. Person Executing Consent (Signature)	(Affix Seal)
	THEYA KANAGARATNAM PB - E & T			<i>Theya: Kanagaratnam</i>	
	b. Business Address			d. Typed Name	
	Street Address			Theya Kanagaratnam	
				e. Typed Title	
				Individual Banker	
	City	State	Zip Code	f. Date This Consent Executed	
				11/12/2024	

6. Corporate/Individual Surety (Co-Sureties)

The Principal or authorized representative shall execute this consent of surety with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.

A	a. Corporate/Individual Surety's Name			c. Person Executing Consent (Signature)	(Affix Seal)
	THEYA KANAGARATNAM			<i>Theya: Kanagaratnam</i>	
	b. Business Address			d. Typed Name	
	Street Address			Theya Kanagaratnam	
	2316 LAKESHORE AVENUE, UNIT 16			e. Typed Title	
	City	State	Zip Code	f. Date This Consent Executed	
	OAKLAND	CA	94606	11/12/2024	

(Add similar signature blocks on the back of this form if necessary for additional co-Sureties)

6. Corporate/Individual Surety (Co-Sureties) Continued

B	a. Corporate/Individual Surety's Name			c. Person Executing Consent (Signature)	(Affix Seal)
	b. Business Address			d. Typed Name	
	Street Address			e. Typed Title	
	City	State	Zip Code	f. Date This Consent Executed	
C	a. Corporate/Individual Surety's Name			c. Person Executing Consent (Signature)	(Affix Seal)
	b. Business Address			d. Typed Name	
	Street Address			e. Typed Title	
	City	State	Zip Code	f. Date This Consent Executed	

Paperwork Reduction Act Statement

This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

Payment Bond For Other Than Construction Contracts (See instructions on Page 3)	OMB Control Number: 9000-0001 Expiration Date: 1/31/2027			
Principal (Legal Name and Business Address) Theya; Kanagaratnam - Individual Banker c/o 2316 Lakeshore Avenue, Unit 16 Oakland, California Republic 94606-1055	Date Bond Executed (Must not be later than bid opening date) 5/24/2013			
	Type of Organization ("X" one) <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation			
Surety(ies) (Name(s) and Business Address(es)) (Include ZIP Code) THEYA KANAGARATNAM (UCC SURETY FOR A FOR PROFIT ORGANIZATION) 2316 LAKESHORE AVENUE, UNIT 16 OAKLAND, CA 94606	State of Incorporation			
	Penal Sum of Bond			
	Million(s)	Thousand(s)	Hundred(s)	Cents
	Contract Date 5/24/2013		Contract Number 2005026956	

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has entered into the contract identified above.

Therefore:

(a) The above obligation is void if the Principal promptly makes payment to all persons (claimants) having a contract relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above and any duly authorized modifications thereof. Notice of those modifications to the Surety(ies) are waived.

(b) The above obligation shall remain in full force if the Principal does not promptly make payments to all persons (claimants) having a contract relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the contract identified above. In these cases, persons not paid in full before the expiration of ninety (90) days after the date of which the last labor was performed or material furnishing, have a direct right of action against the Principal and Surety(ies) on this bond for the sum or sums justly due. The claimant, however, may not bring a suit or any action -

(1) Unless claimant, other than one having a direct contract with the Principal, had given written notice to the Principal within ninety (90) days after the claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the claim is made. The notice is to state with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process is served in the state in which the contract is being performed, save that such service need not be made by a public officer.

(2) After the expiration one (1) year following the date on which claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the suit is brought.

(3) Other than in the United States District court for the district in which the contract, or any part thereof, was performed and executed, and not elsewhere.

Witness:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Principal Signature(s)	1. <i>Theya. Kanagaratnam</i> (Seal)	2. (Seal)	Corporate Seal
	Name(s) & Title(s) (Typed)	1. Theya; Kanagaratnam - Individual Banker	
Signature(s)	3. (Seal)	4. (Seal)	Corporate Seal
	Name(s) & Title(s) (Typed)	3.	

Individual Surety(ies)

Signature(s)	1. <i>Theya. Kanagaratnam</i> (Seal)	2. (Seal)
	Name(s) & Title(s) (Typed)	1. TTHEYA KANAGARATNAM - SURETY

Corporate Surety(ies)

Surety A	Name & Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety B	Name & Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Instructions

1. This form is authorized for use when payment bonds are required under Federal Acquisition Regulation (FAR), Code of Federal Regulations at (48 CFR) 28.103-3, i.e., payment bonds for other than construction contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual Sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

Performance Bond For Other Than Construction Contracts (See Instructions on Page 3)	Date Bond Executed (Must be same or later than date of contract) 5/24/2013	OMB Control Number: 9000-0001 Expiration Date: 1/31/2027													
Principal (Legal name and business address) Theya; Kanagaratnam - Individual Banker c/o 2316 Lakeshore Avenue, Unit 16 Oakland, California Republic 94606-1055		Type of Organization ("X" one) <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation													
Surety(ies) (Name(s) and business address(es)) THEYA KANAGARATNAM (UCC SURETY FOR A FOR PROFIT ORGANIZATION) 2316 LAKESHORE AVENUE, UNIT 16 OAKLAND, CA 94606		State of Incorporation Penal Sum of Bond <table border="1"> <tr> <th>Million(s)</th> <th>Thousand(s)</th> <th>Hundred(s)</th> <th>Cents</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table> <table border="1"> <tr> <td>Contract Date 5/24/2013</td> <td>Contract Number 2005026956</td> </tr> <tr> <td>Option Date</td> <td>Option Number</td> </tr> </table>		Million(s)	Thousand(s)	Hundred(s)	Cents					Contract Date 5/24/2013	Contract Number 2005026956	Option Date	Option Number
Million(s)	Thousand(s)	Hundred(s)	Cents												
Contract Date 5/24/2013	Contract Number 2005026956														
Option Date	Option Number														

Obligation:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has entered into the contract identified above.

Therefore:

The above obligation is void if the Principal: (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during either the base term or an optional term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) is waived.

The guaranty for a base term covers the initial period of performance of the contract and any extensions thereof excluding any options. The guaranty for an option term covers the period of performance for the option being exercised and any extensions thereof.

The failure of a surety to renew a bond for any option term shall not result in a default of any bond previously furnished covering any base or option term.

Witness:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

Principal

Signature(s)	1. <i>Theya: Kanagaratnam</i> (Seal)	2. (Seal)	Corporate Seal
Name(s) and Title(s) (Typed)	1. Theya; Kanagaratnam - Individual Banker	2.	


Individual Surety(ies)

Signature(s)	1. <i>Theya: Kanagaratnam</i> (Seal)	2. (Seal)
Name(s) (Typed)	1. THEYA KANAGARATNAM - SURETY FOR A PRIVATE FOR-PROFIT ORGANIZATION	2.

Corporate Surety(ies)

Surety A	Name and Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) and Title(s) (Typed)	1.	2.		
Surety B	Name and Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) and Title(s) (Typed)	1.	2.		
Surety C	Name and Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) and Title(s) (Typed)	1.	2.		
Surety D	Name and Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) and Title(s) (Typed)	1.	2.		
Surety E	Name and Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) and Title(s) (Typed)	1.	2.		

Surety F	Name and Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) and Title(s) (Typed)	1.	2.		
Surety G	Name and Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) and Title(s) (Typed)	1.	2.		

Bond Premium 	Rate Per Thousand (\$)	Total (\$)
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Instructions

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.
6. Unless otherwise specified, the bond shall be submitted to the contracting office that awarded the contract.

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

EXHIBIT F

SF 30 Question #8 Contractor Details:

CITIBANK

c/o Mark Mason, CFO

388 Greenwich St.

New York, NY 10013

CENLAR FSB

c/o David Schneider, CFO

425 Phillips Blvd.

Ewing, NJ 08618

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE 106091318334000		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NUMBER 101		3. EFFECTIVE DATE 11/12/2024		4. REQUISITION/PURCHASE REQUISITION NUMBER		5. PROJECT NUMBER (If applicable)	
6. ISSUED BY Theya; Kanagaratnam - Individual Banker c/o 2316 Lakeshore Avenue, Unit 16 Oakland, California Republic [94606-1055]		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NUMBER	
				<input type="checkbox"/>		9B. DATED (SEE ITEM 11)	
				<input type="checkbox"/>		10A. MODIFICATION OF CONTRACT/ORDER NUMBER 106091318334000-101	
				<input type="checkbox"/>		10B. DATED (SEE ITEM 13) 11/12/2024	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.							
CHECK ONE		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.					
<input checked="" type="checkbox"/>		Modify contract and liquidate existing securities to settle account and deposit to issuer's EIN# 99- 4073140					
<input type="checkbox"/>		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
<input type="checkbox"/>		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
<input type="checkbox"/>		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
1. Liquidate the Payment Bond for Performance Bond 2. Fulfill the debt of Performance to satisfy any outstanding amount owed. 3. Deposit remainder of funds to issuer's Private Banker EIN# 99-4073140 or Send cheque to Issuer.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) Theya; Kanagaratnam Individual Banker				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR Theya; Kanagaratnam (Signature of person authorized to sign)		15C. DATE SIGNED 11/12/2024		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)		16C. DATE SIGNED	

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)

Prescribed by GSA FAR (48 CFR) 53.243

Case: 24-40209 Doc# 42 Filed: 11/15/24 Entered: 11/15/24 12:09:54 Page 69 of

INSTRUCTIONS (Back Page):

Instructions for items other than those that are self-explanatory, are as follows:

(a) **Item 1 (Contract ID Code).** Insert the contract type identification code that appears in the title block of the contract being modified.

(b) **Item 3 (Effective date).**

- (1) For a solicitation amendment, change order, or administrative change, the effective date shall be the issue date of the amendment, change order, or administrative change.
- (2) For a supplemental agreement, the effective date shall be the date agreed to by the contracting parties.
- (3) For a modification issued as an initial or confirming notice of termination for the convenience of the Government, the effective date and the modification number of the confirming notice shall be the same as the effective date and modification number of the initial notice.
- (4) For a modification converting a termination for default to a termination for the convenience of the Government, the effective date shall be the same as the effective date of the termination for default.
- (5) For a modification confirming the contracting officer's determination of the amount due in settlement of a contract termination, the effective date shall be the same as the effective date of the initial decision.

(c) **Item 6 (Issued By).** Insert the name and address of the issuing office. If applicable, insert the appropriate issuing office code in the code block.

(d) **Item 8 (Name and Address of Contractor).** For modifications to a contract or order, enter the contractor's name, address, and code as shown in the original contract or order, unless changed by this or a previous modification.

(e) **Items 9, (Amendment of Solicitation Number - Dated), and 10, (Modification of Contract/Order Number - Dated).** Check the appropriate box and in the corresponding blanks insert the number and date of the original solicitation, contract, or order.

(f) **Item 12 (Accounting and Appropriation Data).** When appropriate, indicate the impact of the modification on each affected accounting classification by inserting one of the following entries:

- (1) Accounting classification
Net increase \$

- (2) Accounting classification
Net decrease \$

NOTE: If there are changes to multiple accounting classifications that cannot be placed in block 12, insert an asterisk and the words "See continuation sheet".

(g) **Item 13.** Check the appropriate box to indicate the type of modification. Insert in the corresponding blank the authority under which the modification is issued. Check whether or not contractor must sign this document. (See FAR 43.103.)

(h) **Item 14 (Description of Amendment/Modification).**

(1) Organize amendments or modifications under the appropriate Uniform Contract Format (UCF) section headings from the applicable solicitation or contract. The UCF table of contents, however, shall not be set forth in this document.

(2) Indicate the impact of the modification on the overall total contract price by inserting one of the following entries:

(i) Total contract price increased by \$

(ii) Total contract price decreased by \$

(iii) Total contract price unchanged.

(3) State reason for modification.

(4) When removing, reinstating, or adding funds, identify the contract items and accounting classifications.

(5) When the SF 30 is used to reflect a determination by the contracting officer of the amount due in settlement of a contract terminated for the convenience of the Government, the entry in Item 14 of the modification may be limited to --

(i) A reference to the letter determination; and

(ii) A statement of the net amount determined to be due in settlement of the contract.

(6) Include subject matter or short title of solicitation/contract where feasible.

(i) **Item 16B.** The contracting officer's signature is not required on solicitation amendments. The contracting officer's signature is normally affixed last on supplemental agreements.

Consent Of Surety	1. Contract Number	2. Modification Number	3. Dated	OMB Control Number: 9000-0001 Expiration Date: 1/31/2027
	106091318334000	101	11/12/2024	

The Surety (Co-Sureties) consents (consent) to the foregoing contract modification and agrees (agree) that its (their) bond or bonds shall apply and extend to the contract as modified or amended.

4. Individual Principal	a. Name Of Principal			c. Signature	(Affix Seal)
	Theya; Kanagaratnam			<i>Theya: Kanagaratnam</i>	
	b. Business Address			d. Typed Name	
	Street Address			e. Typed Title	
	2316 Lakeshore Avenue, Unit 16			Individual Banker	
	City	State	Zip Code	f. Date This Consent Executed	
	Oakland	CA	94606	11/12/2024	
5. Corporate Principal	a. Name Of Principal			c. Person Executing Consent (Signature)	(Affix Seal)
	THEYA KANAGARATNAM PB - E & T			<i>Theya: Kanagaratnam</i>	
	b. Business Address			d. Typed Name	
	Street Address			e. Typed Title	
				Individual Banker	
	City	State	Zip Code	f. Date This Consent Executed	
				11/12/2024	

6. Corporate/Individual Surety (Co-Sureties)

The Principal or authorized representative shall execute this consent of surety with the modification to which it pertains. If the representative (e.g., attorney-in-fact) that signs the consent is not a member of the partnership, or joint venture, or an officer of the corporation involved, a Power-of-Attorney or a Certificate of Corporate Principal must accompany the consent.

A	a. Corporate/Individual Surety's Name			c. Person Executing Consent (Signature)	(Affix Seal)
	THEYA KANAGARATNAM			<i>Theya: Kanagaratnam</i>	
	b. Business Address			d. Typed Name	
	Street Address			e. Typed Title	
	2316 LAKESHORE AVENUE, UNIT 16			Individual Banker	
	City	State	Zip Code	f. Date This Consent Executed	
	OAKLAND	CA	94606	11/12/2024	

(Add similar signature blocks on the back of this form if necessary for additional co-Sureties)

6. Corporate/Individual Surety (Co-Sureties) Continued

B	a. Corporate/Individual Surety's Name			c. Person Executing Consent (Signature)	(Affix Seal)
	b. Business Address			d. Typed Name	
	Street Address			e. Typed Title	
	City	State	Zip Code	f. Date This Consent Executed	
C	a. Corporate/Individual Surety's Name			c. Person Executing Consent (Signature)	(Affix Seal)
	b. Business Address			d. Typed Name	
	Street Address			e. Typed Title	
	City	State	Zip Code	f. Date This Consent Executed	

Paperwork Reduction Act Statement

This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

Payment Bond For Other Than Construction Contracts (See instructions on Page 3)	OMB Control Number: 9000-0001			
	Expiration Date: 1/31/2027			
Principal (Legal Name and Business Address) Theya; Kanagaratnam - Individual Banker c/o 2316 Lakeshore Avenue, Unit 16 Oakland, California Republic 94606-1055	Date Bond Executed (Must not be later than bid opening date) 10/3/2006			
	Type of Organization ("X" one) <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation			
Surety(ies) (Name(s) and Business Address(es)) (Include ZIP Code) THEYA KANAGARATNAM (UCC SURETY FOR A FOR PROFIT ORGANIZATION) 2316 LAKESHORE AVENUE, UNIT 16 OAKLAND, CA 94606	State of Incorporation			
	Penal Sum of Bond			
	Million(s)	Thousand(s)	Hundred(s)	Cents
	Contract Date 10/3/2006		Contract Number 106091318334000	

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

Conditions:

The Principal has entered into the contract identified above.

Therefore:

(a) The above obligation is void if the Principal promptly makes payment to all persons (claimants) having a contract relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above and any duly authorized modifications thereof. Notice of those modifications to the Surety(ies) are waived.

(b) The above obligation shall remain in full force if the Principal does not promptly make payments to all persons (claimants) having a contract relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the contract identified above. In these cases, persons not paid in full before the expiration of ninety (90) days after the date of which the last labor was performed or material furnishing, have a direct right of action against the Principal and Surety(ies) on this bond for the sum or sums justly due. The claimant, however, may not bring a suit or any action -

(1) Unless claimant, other than one having a direct contract with the Principal, had given written notice to the Principal within ninety (90) days after the claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the claim is made. The notice is to state with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process is served in the state in which the contract is being performed, save that such service need not be made by a public officer.

(2) After the expiration one (1) year following the date on which claimant did or performed the last of the work or labor, or furnished or supplied the last of the materials for which the suit is brought.

(3) Other than in the United States District court for the district in which the contract, or any part thereof, was performed and executed, and not elsewhere.

Witness:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

Principal	1.	2.	
Signature(s)	<i>Theya: Kanagaratnam</i> (Seal)	(Seal)	Corporate Seal
Name(s) & Title(s) (Typed)	Theya; Kanagaratnam - Individual Banker		
Signature(s)	3.	4.	
	(Seal)	(Seal)	Corporate Seal
Name(s) & Title(s) (Typed)	3.	4.	

Individual Surety(ies)

Signature(s)	1.	2.
	<i>Theya: Kanagaratnam</i> (Seal)	(Seal)
Name(s) & Title(s) (Typed)	1.	2.
	TTHEYA KANAGARATNAM - SURETY	

Corporate Surety(ies)

Surety A	Name & Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		
Surety B	Name & Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) & Title(s) (Typed)	1.	2.		

Instructions

1. This form is authorized for use when payment bonds are required under Federal Acquisition Regulation (FAR), Code of Federal Regulations at (48 CFR) 28.103-3, i.e., payment bonds for other than construction contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual Sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

Principal

Signature(s)	1. <i>Theya: Kanagaratnam</i> (Seal)	2. (Seal)	Corporate Seal
Name(s) and Title(s) (Typed)	1. Theya; Kanagaratnam - Individual Banker	2.	

Individual Surety(ies)

Signature(s)	1. <i>Theya: Kanagaratnam</i> (Seal)	2. (Seal)
Name(s) (Typed)	1. THEYA KANAGARATNAM SURETY FOR A PRIVATE FOR-PROFIT ORGANIZATION	2.

Corporate Surety(ies)

Surety A	Name and Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) and Title(s) (Typed)	1.	2.		
Surety B	Name and Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) and Title(s) (Typed)	1.	2.		
Surety C	Name and Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) and Title(s) (Typed)	1.	2.		
Surety D	Name and Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) and Title(s) (Typed)	1.	2.		
Surety E	Name and Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) and Title(s) (Typed)	1.	2.		

Surety F	Name and Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) and Title(s) (Typed)	1.	2.		
Surety G	Name and Address		State of Incorporation	Liability Limit \$	Corporate Seal
	Signature(s)	1.	2.		
	Name(s) and Title(s) (Typed)	1.	2.		

Bond Premium ►	Rate Per Thousand (\$)	Total (\$)
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Instructions

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "Corporate Surety(ies)." In the space designated "Surety(ies)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
5. Type the name and title of each person signing this bond in the space provided.
6. Unless otherwise specified, the bond shall be submitted to the contracting office that awarded the contract.

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0001. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.